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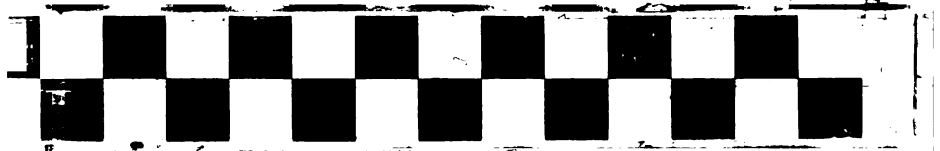
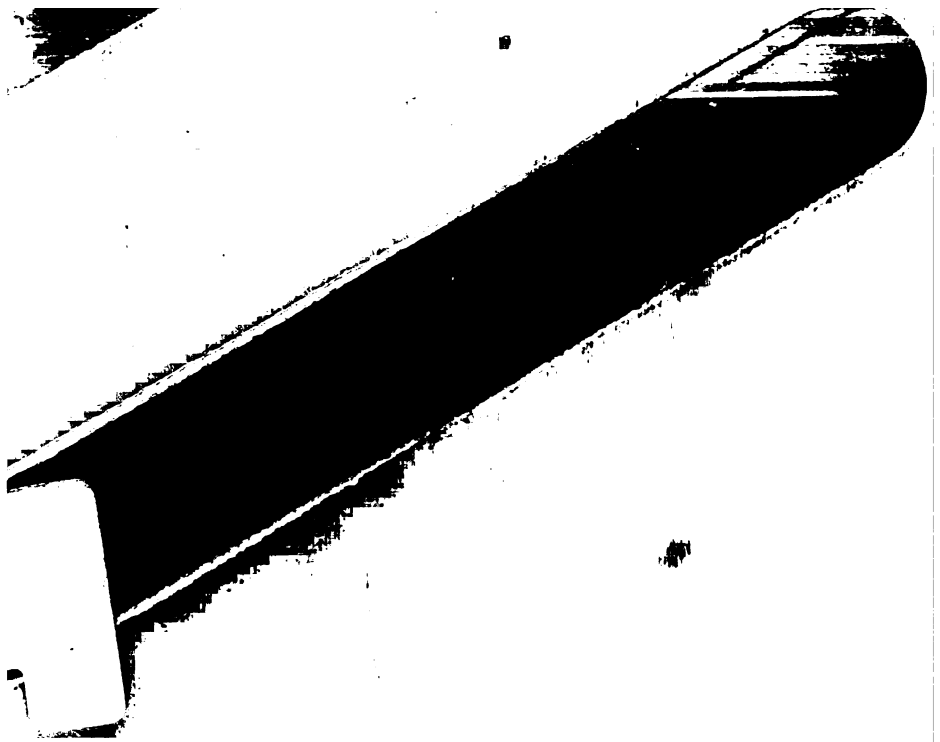
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TO

REPORTS OF COMMITTEES

OF THE

HOUSE OF REPRESENTATIVES

FOR THE

FIRST SESSION OF THE FORTY-FOURTH CONGRESS,

1875-'76.

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POST-OFFICE APPROPRIATION BILL FOR YEAR ENDING
JUNE 30, 1877.

APRIL 27, 1876.—Committed to the Committee of the Whole House on the state of the Union, made a special order for May 2, 1876, and ordered to be printed.

Mr. HOLMAN, from the Committee on Appropriations, submitted the following

R E P O R T :

[To accompany bill H. R. 3263.]

The Committee on Appropriations herewith, for the greater convenience and fuller information of the House, submit certain of the papers that were before them in the consideration of the estimates for the postal service for the year ending June 30, 1877. Those estimates will be found on page 141 of the "Book of Estimates," also with full explanation on pages 1 to 23 of the appendix to the last report of the Postmaster-General.

The estimate of receipts in the Department, and the sources from which said revenues are estimated to come, is to be found on page 3 of the same.

The bill (H. R. 3263,) framed upon those estimates, recommends an appropriation of \$32,189,109, which includes the sum of \$850,000 for official postage-stamps and \$250,000 for steamship service, up to January 1, between San Francisco, China, and Japan.

The Postmaster-General estimates the postal revenues for the coming fiscal year at \$28,658,203.80. From the favorable increase since that estimate was made, as indicated by letter of April 21, from the Third Assistant Postmaster-General, which is made a portion of this report, it is believed by the Committee on Appropriations that the revenues for the ensuing year, under the present more efficient administration of the Department, may with reasonable certainty be estimated at the amount shown in the summary at the close of the bill, viz, \$29,253,203. This sum embraces \$1,215,962 appropriated for postage for the various Departments of the Government for the ensuing fiscal year, and which amount is in fact a direct appropriation from the Treasury for the benefit of the Post-Office Department.

The expenditures of all kinds for the last fiscal year for this Department were \$33,611,309.45; but it appears from the last report of the Postmaster-General that \$1,338,319.50 of that sum was for special objects in previous years, and that the legitimate expenditures for the last fiscal year were but \$32,272,989.95; and the committee indulge the belief that, under the more favorable contracts for carrying mails, a more equitable adjustment of the cost for transportation by railroad, and such reduction of salaries of officers and employes in the Post-Office service as the exigencies of the public service now urgently

require, the expenditures of the Department for the coming fiscal year should not exceed those of the last year.

The bill now reported to the House recommends the appropriation of \$32,189,109. This sum is less by \$5,750,696.99 than the estimates of the Postmaster-General for the service of the coming fiscal year; but in view of the shrinkage of values, and the facility and necessity of greater economy in all public as well as private employment, the committee believe that the present postal service, with such additions and enlargements thereof as the necessities of the country may require, with the aid of a more severe and earnest scrutiny of all channels of expenditure, can be efficiently administered upon the basis of the appropriations provided by the bill for the coming fiscal year.

The bill provides for three important changes in the manner of conducting the postal service:

First, (transportation by rail.) Providing for compensation to railroad companies for space actually occupied by Government, in lieu of the present mode, which is based upon weight of mails, and postal cars furnished.

This subject has received very careful attention at the hands of the committee, with full consultation with the officers of the Post-Office Department, and it is believed that a very large reduction of the expense of transportation will be effected by this change, just alike to the Government and to the railroad companies, and removing, as is believed, the liability to mistakes and facility for fraud.

Second. The more equitable mode of adjusting the salaries of postmasters on the basis of the gross revenues of each office, which, while leaving the salaries of the smaller post-offices undiminished, adopts a scale of salaries as to the offices of the first, second, and third classes more in harmony with the salaries generally paid by the General Government and the several States for similar employment.

It is believed by the committee that the salaries of the postmasters of the higher grades are disproportionately high, and can be very materially reduced, as contemplated by the action of the last Congress, as follows, (see section 6 of the act March 3, 1875:)

SEC. 6. That the Postmaster-General shall cause a full inquiry and investigation to be made into all branches of the expenditure of the Post-Office Department, with a view to reduce such expenditures as nearly as practicable to the postal receipts; and with that purpose he shall report to the first session of the next Congress such a rate of compensation for postmasters and other employes of that Department as will reduce such compensation to a rate not exceeding that paid for equal service in private employments, and to limit the number of clerks and employes, and to reduce the number of free-delivery cities, and the compensation of postal transportation companies; and that he also report a rate of postage on printed matter and packages approaching the actual cost of their transportation and delivery, together with such practical measures that will, in his opinion, tend to make the Post-Office Department self-sustaining.

Third. The bill proposes to limit the "free-delivery system" to cities of not less than forty thousand inhabitants. It is believed by the committee that in the larger cities, where the local postage meets or approximates the expense of the "free delivery," the system is very desirable, but that in smaller cities, where the expense very greatly exceeds the local postage, and where the citizens possess reasonable facilities for obtaining their mails, the expense constitutes an undue burden upon the larger portion of the people, to whom no such facilities can be afforded.

The effect of this provision, if adopted by Congress, would be to remove one of the causes which of late years have occasioned such steady increase of the "deficiencies" of the Post Office Department. These

amendments of the existing law, together with a moderate reduction of salaries generally in the postal service as contemplated in all the Departments of the Government, make the main measures of retrenchment as proposed the bill.

While it is true that the sum recommended is less by the sum of \$5,750,696.99 than the estimates, it must be still borne in mind that the sum appropriated directly from the Treasury in support of the postal service, above its revenues reaches in the aggregate the sum of \$3,296,868, as shown by the various sums of this character to be appropriated for the service of the different Departments.

RAILROAD MAIL-TRANSPORTATION.

POST-OFFICE DEPARTMENT,
Washington, D. C., March 22, 1876.

SIR: I have the honor to acknowledge the receipt of the following letter:

HOUSE OF REPRESENTATIVES,
Washington, D. C., March 17, 1876.

HON. MARSHALL JEWELL,
Postmaster-General:

SIR: What will be the entire cost of railroad mail-transportation under the features of House bill No. 2137?

What will the terminal and side service cost?

What will be the cost of railroad travel for agents?

What will be the probable increase from year to year in mail-transportation if House bill No. 2137 is adopted?

What is the estimate for railroad-transportation for fiscal year ending June 30, 1877?

Very respectfully,

WM. S. HOLMAN,
Chairman Subcommittee, Post-Office Appropriation Bill.

In reply the following is submitted:

The entire cost of railroad mail-transportation under the features of House bill No. 2137 will be from \$7,000,000 to \$7,500,000 for the car and apartment service. No estimate can be made upon the cost of baggage-car service under section five (5) of this bill, but it will amount to a very large sum, as the price fixed, while it is perhaps not too large for a small number of pouches, is enormously large where the number of pouches is great, and on many roads will amount to more than the pay for all the other service they may perform. This will be referred to in another part of this letter.

The cost of the terminal and side service can be estimated very closely. The entire cost for mail-messenger service performed by the Department for the year ending June 30, 1875, was \$621,311. This includes the service in all the large cities and at all offices over eighty (80) rods from the railroad-depots. The cost of the service now performed by the railroad companies cannot in any case amount to three-fourths of this, after deducting the amount now paid for mail-messenger service at offices upon steamboat-routes, which is about \$40,000. This would make the probable cost of the service to be assumed by the Department between \$425,000 and \$450,000.

The cost of railroad travel for agents, under section 4 of this bill, will amount to about fifteen thousand dollars annually. The Department

has now sixty-four agents who are entitled to free transportation, and who travel quite extensively. Allowing one hundred miles of travel each working-day, which is a very large estimate, indeed, the traveling done by each agent would amount to about two hundred and twenty dollars per annum, or little over fourteen thousand dollars annually for all.

The probable increase from year to year under the feature of space-payment will be considerably less than that if the payment for weight carried is continued. The weight of mail steadily increases, and the increase in compensation to railroads for weight carried will not be much less than 10 per cent. each year. The space necessary will not increase in proportion with the weight, for reasons set forth in detail upon pages 8, 9, and 10 of accompanying pamphlet, entitled "Discussion of the Proper Method of Compensation to Railroads for the Transportation of the Mails." In the past the increase in car-space from year to year has been slight. If a basis of compensation according to space and speed were adopted, there would be some reduction the first year, from the fact that there are a number of railway post-office lines established upon railroads that were willing to grant facilities that could be abandoned as soon as the Department was put in a position to get from any railroad the facilities desired, and keep that established since June 30, 1875, on the great trunk-lines.

The estimated cost of railroad mail-transportation for the year ending June 30, 1877, is ten million five hundred thousand dollars, (\$10,500,000.)

In connection with this, I would beg leave to submit the following regarding the general features of a bill governing railroad transportation of the mails. It cannot be doubted but that the space basis is the real method of compensation—it needs no argument in its favor. And this should apply to mails transported in baggage-cars, as well as those in mail-cars or apartments. Bill No. 2137, section 5, recognizes a different method for baggage-service, which I would suggest be changed, and the space actually occupied by the mails be paid for at the same rates allowed for other service. The rate fixed in section 5 is too expensive to the Department. A simple illustration will show this:

On some of the roads we have as many as one hundred pouches going out on express-trains. If these pouches are going one hundred miles on an average, it would cost the Department $100 \times 50 \text{ cents} \times 313 \text{ days} = \$15,650$ per annum, or \$156.50 per mile of road. This same mail could be easily stowed in 15 feet of car, which would cost $15 \text{ feet} \times 7 \text{ mills} \times 313 \text{ days} = \32.85 per mile. The price paid for ten pouches under section 5 would pay for seven feet of car-space—sufficient space to stow nearly two tons of mail.

The feature of incorporating lines 9, 10, and 11, in section 2, requiring cars and mail to be put on all trains as the Postmaster-General may direct, &c., will be opposed by all railroad companies unless there is some provision made for increased compensation for increased speed. We only require this feature of speed to apply to the through or trunk lines in all sections. As for the local service, a uniform rate could apply, but for through mails it is essential that the most direct transit be obtained. The difficulty heretofore has been that, the railroads getting no more for speedy service than for slow, the through postal cars were put upon the trains leaving at hours not the best adapted to the dispatch of mails, while if a simple provision were inserted that in all cases where the service required entire cars, which would only apply to the trunk-lines connecting the different sections of the country, that a minimum compensation should be paid—say for service under twenty-

five miles per hour with an increase for increase of speed. This minimum amount should be below that paid for parts of cars—say 6½ mills for 25 and under, 7 mills for 30 miles, and an increase of 1 mill per foot for each increase above 30, up to and including each 5 miles per hour additional speed. This feature would then apply to all time, whether the rate per foot or rate of increase be changed or not.

Where it is understood that there are but comparatively few lines of road upon which the average speed is above twenty-five miles per hour, and very few where above thirty miles per hour, your committee will see that the increased expense will be comparatively light, but at the same time it would give the public the benefit of the fastest speed that can be obtained between the distant sections of our country. And also where the fact is considered that these express-trains are the ones with which the local trains at all intersecting points connect, the importance of the Department having control of those trains will be seen, and the Department could not get in the best trains except by paying more for fast service than slow, without continually having unpleasant friction with the railroad companies, which is always disastrous to a first-class service.

As this bill will probably make provision for the service for years to come, it would be well to recognize this broad feature, and put the railroad companies and the Department upon relations that would be as pleasant as possible. They might object to the rate per foot as being too small; but if it recognizes the underlying principles of railroad transportation, the chief difficulty would be removed. In this connection I beg leave to submit the outlines of a bill that covers the principal feature of mail-transportation, fully protects the Department, gives it the power to get the best facilities from any railroad company, which will enable the Department to give the best possible facility to the public.

I also submit to your careful consideration a pamphlet "discussing the proper method of compensation to railroads for mail-transportation," and the report of the subcommittee of the Select Committee on Transportation Routes to the Seaboard.

Very respectfully,

MARSHALL JEWELL,
Postmaster-General.

To Hon. WM. S. HOLMAN,
Chairman Subcommittee, Post-Office Appropriation Bill.

BILL.

That railroad companies providing parts of cars, or apartments in cars, for the exclusive accommodation of the United States mails and agents in charge of said mails, shall be paid at the rate of six and one-half mills per linear foot of interior car-space furnished, each mile the cars are run with mails by direction of the Postmaster-General: *Provided*, That in no case where all the requirements of the laws governing mail-transportation are complied with, shall the compensation to any railroad company for the transportation of the mails be less than thirty dollars per mile of road per annum.

That railroad companies providing entire cars for the exclusive accommodation of the United States mails, and the clerks and agents in charge of said mails, shall be paid for each linear foot interior car space furnished, for each mile the cars are run with the mails by direction of the Postmaster-General, at the following rates, to wit:

When run at an average speed between terminal points not exceeding twenty-five (25) miles per hour, six and one-quarter (6¼) mills per linear foot. When run at an average speed between terminal points exceeding twenty-five (25) miles per hour and not exceeding thirty miles per hour, seven (7) mills per linear foot, and one mill additional to seven (7) mills per linear foot shall be paid for each increase in speed above thirty miles per hour, up to and including each five miles per hour additional speed between terminal points: *Provided*, That all cars, apartments in cars, or parts of cars, shall be lighted and warmed and fitted up and furnished in a suitable and acceptable manner for the purpose for which they are provided: *Provided further*, That mail-cars shall be attached to, or parts of cars furnished upon, any and all passenger trains as the interests of the postal service may require and the Postmaster-General may direct: *Provided, however*, That no railroad company shall be required or permitted to furnish any unnecessary car-space for the transportation of the mails, nor shall any car or part of car be loaded with the United States mails beyond the maximum capacity of such car or part of car under the regulations of the railroads furnishing said car or part of car.

That the railroad company shall receive the mails from and deliver them to duly-authorized agents of the Post-Office Department at the railroad station or depot. That the railroad shall store any mails arriving between the hours of 7 p. m. and 7 a. m. in a secure and suitable room if so desired or directed by the Postmaster-General: *Provided*, That all transfers of mail from one train to another train at stations or depots, or from one road to another road at any junction, intersection, union, or adjacent depot, shall be made by the railroad companies. That all duly-authorized agents of the Post-Office Department traveling on railroads outside the regular mail-cars, shall be paid for at the rate of one cent per mile of actual travel, which amount shall be charged to the appropriation for the transportation of the mails.

This act shall take effect on and after the 1st day of July, 1876, and the Postmaster-General will, and he is hereby directed to, adjust the space furnished by or required from each railroad company to the actual necessities of the postal service upon such railroad in accordance with the — section of this act, and this adjustment shall be made each three months thereafter and certified to by such officer of the Post-Office Department as shall make the adjustment by direction of the Postmaster-General.

POST-OFFICE DEPARTMENT,
Washington, D. C., April 26, 1876.

SIR: I have the honor to present you herewith a statement of inland mail-transportation, and accompanying estimates thereof, for the current fiscal year, agreeably to your request of the 24th instant.

I have the honor to be, very respectfully, your obedient servant,

MARSHALL JEWELL,
Postmaster-General.

Hon. SAMUEL J. RANDALL,
Chairman Committee on Appropriations, House of Representatives

POST-OFFICE DEPARTMENT,
OFFICE OF THE SECOND ASSISTANT POSTMASTER-GENERAL,
Washington, D. C., April 26, 1876.

SIR: I have the honor to furnish the following information in response to the inquiry of the House Committee on Appropriations under date of the 24th instant:

Cost of inland mail-transportation, July 1, 1875.....	\$14, 949, 669 13
Increase to March 31, 1876.....	209, 876 00

Cost, April 1, 1876.....	15, 159, 545 13
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The increase referred to above is made up of items as follows:

Increase in cost railroad-service	\$229,647
Increase in cost steamboat-service	21, 974

251,621

Deduct reduction in cost of other service, known as "Star service".....	41, 745
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Net increase, as shown above	209, 876
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This statement does not include the cost of railroad-service on routes whereon the compensation has not yet been adjusted under the provisions of the act of March 3, 1873, nor the increase in pay of railroads whose compensation has been adjusted on weights taken during the present fiscal year, and not yet paid, nor the cost of new railroad-service ordered during the current fiscal year not yet paid.

It is impossible to now ascertain precisely what these several items will amount to, but the following statement, taken from the records of this Office, is so nearly correct that it will not be varied many thousand dollars by actual payments:

Cost of service on railroads not adjusted.....	\$460, 096 60
Increased cost by adjustment on weights taken during the present fiscal year.....	311, 240 00
Cost of new railroad-service during the year.....	95, 370 96

866, 707 56

Add to this the estimate of increase of all kinds during this (the last) quarter of the fiscal year.....	77, 500 00
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Add, also, the cost of service paid for, April 1, 1876, as shown in statement above.....	15, 159, 545 13
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Total probable cost of service.	16, 103, 752 69
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Very respectfully,

JAS. N. TYNER,
Second Assistant Postmaster-General.

HOB. MARSHALL JEWELL,
Postmaster-General.

Present compensation of postmasters as provided by act of June 23, 1874.

“SEC. 81. That the compensation of the postmaster at New York City shall be six thousand dollars per annum, and the respective compensations of postmasters of the first, second, and third classes shall be annual salaries, assigned in even hundreds of dollars, and payable in quarterly payments, to be ascertained and fixed, by the Postmaster-General, from their respective quarterly returns to the Auditor for the Post-Office Department, or copies or duplicates thereof, for four quarters immediately preceding the adjustment or re-adjustment, by adding to the whole amount of box-rents, not exceeding two thousand dollars per annum, commissions also, not to exceed two thousand dollars per annum on the other postal revenues of the office, at the following rates, namely: On the first one hundred dollars per quarter, fifty per centum; on all over one hundred dollars and not over four hundred dollars per quarter, forty per centum; on all over four hundred dollars and not over two thousand four hundred dollars per quarter, thirty per centum; and all over two thousand four hundred dollars per quarter, ten per centum. And in order to ascertain the amount of the postal receipts of each office, the Postmaster-General may require postmasters to furnish duplicates of their quarterly returns to the Auditor at such times and for such periods as he may deem necessary in each case: *Provided*, That whenever, by reason of the extension of free delivery of letters, the box-rents of any post-office are decreased, the Postmaster-General may allow, out of the receipts of such office, a sum sufficient to maintain the salary thereof at the amount at which it had been fixed before the decrease in box-rents.”

“SEC. 82. That the compensation of postmasters of the fourth class shall be the box-rents collected at their offices and commissions on other postal revenues of their offices at the rate of sixty per centum on the first one hundred dollars or less per quarter; fifty per centum on the next three hundred dollars or less per quarter; forty per centum on the excess above four hundred dollars per quarter; the same to be ascertained and allowed by the Auditor in the settlement of the quarterly accounts of such postmasters: *Provided*, That when the aggregate annual compensation, exclusive of commissions on money-order business, of any postmaster of this class shall amount to one thousand dollars, the Auditor shall report such fact to the Postmaster-General, in order that such postmaster may be assigned to his proper class, and his salary fixed as heretofore provided.”

“SEC. 83. That the salaries of postmasters of the first, second, and third classes, except that of the postmaster at New York City, shall be re-adjusted by the Postmaster-General once in two years, and in special cases as much oftener as he may deem expedient.”

Attention is called also to Miscellaneous Document No. 84 of the present session of Congress, it being letter upon compensation of postmasters, from the Hon. J. W. Marshall, First Assistant Postmaster-General, to the Postmaster-General.

POST-OFFICE APPROPRIATIONS.

Table showing result of the proposed bill for the re-adjustment of postmasters' salaries.

OHIO.

Office.	Gross receipts.	Box-rents.	Present salary.	Salary under proposed scheme of Postmaster-General.	Salary under House bill No. 3263.
Ada	\$1,793 50	\$100 00	\$1,100 00	\$937 00	\$968 00
Akron	17,821 71	2,079 25	4,000 00	2,700 00	2,700 00
Alliance	5,999 43	607 00	2,600 00	2,200 00	2,000 00
Ashland	4,400 51	226 70	2,000 00	1,200 00	1,600 00
Ashtabula	5,027 42	757 50	2,600 00	2,300 00	2,100 00
Athens	3,704 76	225 50	1,600 00	1,700 00	1,500 00
Barneville	2,752 60	131 26	1,500 00	1,300 00	1,300 00
Bellaire	4,403 23	415 25	2,400 00	1,900 00	1,800 00
Bellefontaine	5,293 60	459 15	2,400 00	2,000 00	1,800 00
Bellevue	3,016 41	182 95	1,700 00	1,500 00	1,500 00
Berea	2,796 25	338 00	1,400 00	1,500 00	1,400 00
Bridgeport	1,958 93	32 00	1,000 00	963 00	970 00
Bryan	3,609 09	246 02	1,300 00	1,700 00	1,500 00
Bucyrus	4,476 75	384 26	2,400 00	1,900 00	1,700 00
Cadiz	2,423 72	127 46	1,200 00	1,200 00	1,200 00
Cambridge	3,214 63	120 89	1,500 00	1,500 00	1,400 00
Canton	14,094 61	1,083 00	3,000 00	2,700 00	2,500 00
Cardington	1,996 50	113 65	1,100 00	959 00	1,000 00
Chillicothe	3,740 46	645 25	2,600 00	2,200 00	2,000 00
Circleville	5,698 91	509 45	2,200 00	2,100 00	1,900 00
Clyde	2,945 09	397 40	1,500 00	1,600 00	1,700 00
Conneaut	2,289 45	276 52	1,300 00	1,200 00	1,200 00
Coshocton	3,005 97	145 00	2,100 00	1,400 00	1,400 00
Crestline	2,277 22	204 30	1,300 00	1,200 00	1,200 00
Cuyahoga Falls	1,368 17	192 52	1,100 00	1,100 00	1,100 00
Defiance	4,039 20	342 70	1,800 00	1,800 00	1,700 00
Delaware	8,456 53	896 00	2,800 00	2,500 00	2,300 00
Delphos	2,785 68	98 00	1,200 00	1,300 00	1,300 00
East Liverpool	2,344 65	192 00	1,000 00	1,200 00	1,200 00
Eaton	2,457 36	160 17	1,200 00	1,200 00	1,200 00
Elyria	5,877 02	818 50	2,800 00	2,400 00	2,200 00
Findley	5,027 97	332 50	2,200 00	1,900 00	1,700 00
Fostoria	3,109 51	211 83	1,400 00	1,500 00	1,500 00
Fremont	6,650 17	762 50	2,800 00	2,300 00	2,100 00
Gallion	4,010 39	340 00	2,000 00	1,800 00	1,700 00
Gallipolis	4,033 58	258 50	2,300 00	1,800 00	1,600 00
Geneva	2,178 23	.....	1,200 00	1,000 00	1,000 00
Granville	2,097 31	105 25	1,100 00	1,100 00	1,100 00
Greenfield	2,086 38	185 26	1,200 00	1,100 00	1,100 00
Greenville	3,217 82	284 70	1,500 00	1,600 00	1,600 00
Hamilton	10,838 08	1,052 00	3,100 00	2,700 00	2,400 00
Hillsborough	3,408 52	216 00	1,700 00	1,600 00	1,500 00
Hudson	2,304 23	128 84	1,200 00	1,200 00	1,200 00
Ironton	6,223 35	431 25	2,500 00	2,000 00	1,800 00
Jackson	2,273 53	115 00	1,100 00	1,100 00	1,100 00
Jefferson	2,257 95	104 11	1,200 00	1,100 00	1,100 00
Kent	1,990 84	240 00	1,300 00	1,100 00	1,100 00
Kenton	3,766 31	283 00	1,600 00	1,800 00	1,600 00
Lancaster	6,250 15	422 75	2,400 00	2,000 00	1,800 00
Lebanon	4,825 29	414 28	2,100 00	1,900 00	1,800 00
Lima	6,448 86	411 60	2,400 00	2,000 00	1,800 00
Logan	3,494 15	202 00	2,000 00	1,600 00	1,500 00
London	2,991 50	183 00	1,400 00	1,500 00	1,500 00
McConnellsville	1,682 17	102 58	1,200 00	890 00	932 00
Manassah	13,109 00	1,109 50	3,100 00	2,700 00	2,500 00
Marietta	6,360 39	302 90	2,400 00	1,900 00	1,700 00
Marion	5,983 66	260 00	1,900 00	1,800 00	1,600 00
Massillon	7,573 06	831 75	2,800 00	2,400 00	2,200 00
Medina	2,462 89	193 84	1,300 00	1,300 00	1,300 00
Middleport	1,980 09	408 00	1,200 00	1,200 00	1,200 00
Middletown	3,509 28	213 00	1,600 00	1,600 00	1,500 00
Millersburgh	2,100 40	213 32	1,300 00	1,100 00	1,100 00
Monroeville	1,799 31	310 00	1,200 00	1,400 00	1,100 00
Mount Gilead	1,775 87	71 55	1,000 00	933 00	942 00
Mount Vernon	7,885 01	1,125 00	3,100 00	2,300 00	2,100 00
Napoleon	2,755 85	223 75	1,500 00	1,400 00	1,300 00
National Military Home	2,419 20	99 55	1,000 00	1,000 00	1,200 00
Newark	9,166 50	450 00	2,500 00	1,900 00	1,700 00
Newburgh	3,048 10	347 50	1,600 00	1,600 00	1,600 00
New Lexington	1,388 49	74 25	1,200 00	760 00	771 00
New Lisbon	2,841 93	187 44	1,300 00	1,400 00	1,300 00
New Philadelphia	3,272 15	198 00	1,900 00	1,600 00	1,500 00
New Richmond	1,871 77	227 60	1,100 00	1,000 00	1,100 00

POST-OFFICE APPROPRIATIONS.

Table showing result of proposed bill for re-adjustment of postmasters' salaries—Continued.

OHIO—Continued.

Office.	Gross receipts.	Box-rents.	Present salary.	Salary under proposed scheme of Postmaster-General.	Salary under House bill No. 3483.
Niles	2,479 91	214 00	1,600 00	1,300 00	1,300 00
Norwalk	6,395 73	210 50	2,800 00	2,400 00	2,200 00
Oberlin	8,331 14	701 70	2,600 00	2,300 00	2,100 00
Ottawa	1,964 64	125 63	1,100 00	922 00	1,000 00
Oxford	3,485 63	108 00	1,700 00	1,600 00	1,400 00
Painesville	8,017 01	927 00	2,900 00	2,500 00	2,300 00
Piqua	5,998 45	736 25	2,600 00	2,300 00	2,100 00
Pomeroy	3,086 94	334 00	1,700 00	1,600 00	1,600 00
Portsmouth	10,682 26	1,062 50	3,100 00	2,700 00	2,500 00
Ravenna	5,598 74	417 20	2,400 00	2,000 00	1,800 00
Ripley	2,490 25	119 50	1,300 00	1,200 00	1,200 00
Salem	7,852 13	523 62	2,600 00	2,100 00	1,900 00
Sandusky	12,927 66	1,574 24	3,700 00	2,600 00	2,600 00
Shelby	2,718 81	230 00	1,400 00	1,400 00	1,400 00
Sidney	3,720 42	200 00	1,600 00	1,700 00	1,500 00
Springfield	29,928 48	2,068 25	4,000 00	3,200 00	2,700 00
Staubenville	10,116 64	1,229 25	3,300 00	2,500 00	2,200 00
Tiffin	7,706 00	696 75	2,700 00	2,300 00	2,100 00
Troy	6,061 79	470 75	2,400 00	2,000 00	1,800 00
Ulricksville	1,876 01	108 00	1,200 00	975 00	998 00
Upper Sandusky	2,948 40	293 50	1,600 00	1,400 00	1,400 00
Urbana	8,506 76	718 44	2,700 00	2,300 00	2,100 00
Van Wert	4,762 76	251 50	2,000 00	1,800 00	1,600 00
Wappakonetta	2,012 27	84 00	1,100 00	1,000 00	1,000 00
Warren	6,705 81	595 06	2,500 00	2,200 00	2,000 00
Washington Court-House	3,864 05	171 00	1,600 00	1,700 00	1,500 00
Wauseon	2,146 06	190 00	1,300 00	1,100 00	1,100 00
Wellington	3,566 14	276 00	1,700 00	1,700 00	1,600 00
Wellsville	2,671 00	157 73	1,300 00	1,300 00	1,300 00
Wilmington	3,452 55	205 00	1,400 00	1,600 00	1,500 00
Wooster	7,709 20	712 00	2,500 00	2,300 00	2,100 00
Xenia	8,784 00	932 40	2,900 00	2,500 00	2,300 00
Yellow Springs	1,405 78	70 86	1,200 00	778 00	778 00
Youngstown	11,389 83	1,93 25	3,200 00	2,500 00	2,300 00
Zanesville	18,794 17	1,568 75	3,500 00	2,700 00	2,500 00

Statement of the incidental and contingent expenditures at the post-offices, respectively, in each of the capitals of the States of the Union for the fiscal year ended June 30, 1875.

Office.	Office furniture.	Advertising.	Mail-bags.	Clerks for offices.	Stationery.	Rent, fuel, and lights.	Miscellaneous.	Total.
AUGUSTA, ME.								
Third quarter, 1874			\$16 63	\$990 00	\$6 60	\$541 59		\$1,554 82
Fourth quarter, 1874			2 25	910 00	5 39	541 73	\$21 10	1,480 34
First quarter, 1875		\$3 50	3 25	906 50	9 65	546 13	2 25	1,471 84
Second quarter, 1875		3 50	7 50	1,000 00	7 45	488 20		1,506 65
Total		7 00	29 63	3,806 50	29 00	2,117 65	23 95	6,013 73
CONCORD, N. H.								
Third quarter, 1874			6 00	625 00		269 50		900 50
Fourth quarter, 1874			1 21	625 00		277 50		903 71
First quarter, 1875				625 00		277 50		902 50
Second quarter, 1875				632 91		399 56		1,032 47
Total			7 21	2,507 91		1,224 06		3,739 14

POST-OFFICE APPROPRIATIONS.

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Statement of the incidental and contingent expenditures at the post-offices respectively in each of the capitals of the States of the Union for the fiscal year ended June 30, 1875.

Office.	Office-furniture.	Advertising.	Mail-bags.	Clerks for offices.	Stationery.	Rent, fuel, and lights.	Miscellaneous.	Total.
MONTPELIER, VT.								
Third quarter, 1874			7 75	262 50		130 80		401 05
Fourth quarter, 1874			4 75	262 50		137 50		404 75
First quarter, 1875			4 20	262 50		125 00		391 70
Second quarter, 1875		2 50		912 50	21 50	602 13		1,538 63
Total		2 50	16 70	1,700 00	21 50	995 43		2,736 13
BOSTON, MASS.								
Third quarter, 1874		224 72	1,064 53	50,037 83	531 42	8,675 66	2,226 70	62,870 86
Fourth quarter, 1874	197 75	208 16	435 14	51,413 00	545 96	10,151 77	4,710 27	67,567 05
First quarter, 1875	58 75	197 52	384 47	51,436 75	975 43	2,339 81	2,187 38	57,580 11
Second quarter, 1875	75 40	249 39	275 74	53,848 79	2,263 91	1,892 11	1,413 42	60,018 76
Total	331 90	879 79	2,159 88	206,641 37	4,366 72	23,059 35	10,597 77	248,036 78
PROVIDENCE, R. I.								
Third quarter, 1874				1,156 76	9 00		32 72	1,199 38
Fourth quarter, 1874			8 18	3,120 76	122 52		64 66	3,316 12
First quarter, 1875				3,146 00	64 44		16 88	3,223 32
Second quarter, 1875			8 10	3,799 57	14 00		145 42	3,967 09
Total			16 28	11,217 09	210 86		261 68	11,705 91
HARTFORD, CONN.								
Third quarter, 1874		3 90		3,561 00	22 65	1,234 07	145 64	4,967 26
Fourth quarter, 1874		3 90		3,463 61	47 98	1,224 77	243 14	4,863 40
First quarter, 1875	31 00	3 90		3,455 33	31 13	1,222 00	122 56	4,865 92
Second quarter, 1875	9 75	4 39		3,413 37	64 25	1,171 68	144 71	4,808 75
Total	40 75	16 09		13,893 31	166 61	4,552 52	656 05	19,625 33
ALBANY, N. Y.								
Third quarter, 1874			\$2,472 75	\$8,187 50	\$32 35	\$1,302 25	\$44 78	\$12,039 63
Fourth quarter, 1874			2,623 88	8,187 50	101 74	1,721 15	99 65	12,733 92
First quarter, 1875			2,593 38	7,310 00	30 65	1,639 05	141 88	11,714 96
Second quarter, 1875	\$5 00	\$29 50	1,375 50	7,310 00	85 50	1,360 13	101 10	10,266 73
Total	5 00	29 50	9,065 51	30,995 00	250 24	6,092 58	387 41	46,755 24
TRENTON, N. J.								
Third quarter, 1874		4 75		1,075 00	8 35	262 80	63 38	1,414 28
Fourth quarter, 1874				2,415 00		28 30		2,443 30
First quarter, 1875		5 25		1,075 00	12 34	321 80	7 15	1,421 53
Second quarter, 1875	2 25	2 25		1,154 12	15 83	271 15	11 48	1,457 08
Total	2 25	12 25		5,719 12	36 51	874 05	82 01	6,736 19
DOVER, DEL.								
Third quarter, 1874	} No incidentals.							
Fourth quarter, 1874								
First quarter, 1875								
Second quarter, 1875								
Total								
HARRISBURGH, PA.								
Third quarter, 1874				2,325 04	9 65	632 30		2,966 99
Fourth quarter, 1874				2,489 89	12 50	599 90		3,102 09
First quarter, 1875				2,500 00	12 50	671 90		3,184 40
Second quarter, 1875				2,500 00	12 50	621 20		3,133 70
Total				9,815 73	46 15	2,525 30		12,381 18

Statement of the incidental and contingent expenditures at the post-offices, &c.—Continued.

Office.	Office-furniture.	Advertising.	Mail-bags.	Clerks for office.	Stationery.	Rent, fuel, and lights.	Miscellaneous.	Total.
ANNAPOLIS, MD.								
Third quarter, 1874				800 00		143 07		943 07
Fourth quarter, 1874				800 00		191 79		991 79
First quarter, 1875				800 00		160 50	75 00	1,035 50
Second quarter, 1875				800 00	20 60	201 02	11 05	1,032 67
Total				3,200 00	20 60	696 38	86 05	4,003 03
RICHMOND, VA.								
Third quarter, 1874		31 99		4,236 50	36 38	50 00	146 92	4,501 79
Fourth quarter, 1874		32 93		4,144 00	58 25	50 00	70 00	4,355 18
First quarter, 1875	30 25	30 12		4,271 66	50 93	50 00	52 36	4,485 32
Second quarter, 1875	4 75	31 58		4,305 00	69 95	50 00	38 13	4,499 41
Total	35 00	126 62		16,957 16	215 51	200 00	307 41	17,841 70
CHARLESTOWN, W. VA.								
Third quarter, 1874								
Fourth quarter, 1874								
First quarter, 1875								
Second quarter, 1875								
Total								
No incidentals.								
RALEIGH, N. C.								
Third quarter, 1874				850 00		14 00		864 00
Fourth quarter, 1874				850 00		45 80		895 80
First quarter, 1875				850 00		50 00		900 00
Second quarter, 1875				850 00	17 70	55 35		923 05
Total				3,400 00	17 70	165 15		3,582 85
COLUMBIA, S. C.								
Third quarter, 1874				575 00		137 50		712 50
Fourth quarter, 1874				575 00		137 50		712 50
First quarter, 1875				575 00		137 50		712 50
Second quarter, 1875				575 00		162 50		737 50
Total				2,300 00		575 00		2,875 00
ATLANTA, GA.								
Third quarter, 1874				2,025 00	17 90	550 00		2,592 90
Fourth quarter, 1874				2,025 00	19 00	575 00	14 50	2,633 50
First quarter, 1875				2,025 00	20 00	575 00	33 10	2,653 10
Second quarter, 1875				2,025 00	23 25	575 00		2,623 25
Total				8,100 00	80 15	2,275 00	47 60	10,502 75
TALLAHASSEE, FLA.								
Third quarter, 1874				150 00				150 00
Fourth quarter, 1874				150 00				150 00
First quarter, 1875				150 00				150 00
Second quarter, 1875				150 00				150 00
Total				600 00				600 00
MONTGOMERY, ALA.								
Third quarter, 1874				945 00	20 00	240 05	33 57	1,238 62
Fourth quarter, 1874				945 00	25 15	254 05	22 65	1,246 85
First quarter, 1875	190 00			945 00	22 90	276 15	13 27	1,457 32
Second quarter, 1875	12 00			945 00	10 13	283 05	45 18	1,295 36
Total	202 00			3,780 00	78 18	1,063 30	114 67	5,238 15

POST-OFFICE APPROPRIATIONS.

Statement of the incidental and contingent expenditures at the post-offices, &c.—Continued.

Office.	Office-furniture.	Advertising.	Mail-bags.	Clerks for offices.	Stationery.	Rent, fuel, and lights.	Miscellaneous.	Total.
JACKSON, MISS.								
Third quarter, 1874				250 00	23 25	117 20	7 50	397 95
Fourth quarter, 1874				250 00	8 85	132 70	6 00	397 55
First quarter, 1875				250 00	5 85	147 20	1 75	404 80
Second quarter, 1875				250 00	13 65	121 80	1 25	386 70
Total				1,000 00	51 60	518 90	16 50	1,587 00
NEW ORLEANS, LA.								
Third quarter, 1874	16 25	29 75		15,551 32	214 70		383 67	16,195 69
Fourth quarter, 1874	11 30			13,944 30	233 90		261 05	14,450 55
First quarter, 1875		13 69		14,372 58	224 85		219 45	14,830 57
Second quarter, 1875	103 25		12 06	15,927 69	427 80		459 84	16,930 64
Total	130 80	43 44	12 06	59,795 89	1,101 25		1,324 01	62,407 45
AUSTIN, TEX.								
Third quarter, 1874	7 50			1,191 50	28 00	228 38	18 62	1,474 00
Fourth quarter, 1874			5 00	1,300 00	18 00	237 00	29 00	1,589 00
First quarter, 1875	250 00			1,425 00	20 70	192 85	4 50	1,893 05
Second quarter, 1875	8 00		2 50	1,425 00	20 00	196 00		1,651 50
Total	265 50		7 50	5,341 50	86 70	854 23	52 12	6,607 55
COLUMBUS, OHIO.								
Third quarter, 1874		\$30 03		\$2,640 00	\$10 13	\$477 30		\$3,157 46
Fourth quarter, 1874		32 83		2,640 00	18 75	1,951 00		4,642 58
First quarter, 1875		9 51		2,640 00	16 25			2,665 76
Second quarter, 1875				2,890 00	29 86	546 65	\$55 25	3,521 76
Total		72 37		10,810 00	74 99	2,974 95	55 25	13,987 56
INDIANAPOLIS, IND.								
Third quarter, 1874	\$69 47		\$5,879 52	7,550 00	128 75		292 56	13,920 30
Fourth quarter, 1874	64 53		6,687 14	7,550 00	238 67		125 81	14,726 15
First quarter, 1875	10 00		4,526 15	7,550 00	210 15		210 36	12,506 68
Second quarter, 1875	2 50		3,233 03	7,400 00	56 20	123 78		10,815 51
Total	146 50		20,325 84	30,050 00	633 77	123 78	688 75	51,968 64
SPRINGFIELD, ILL.								
Third quarter, 1874				1,375 00			2 85	1,377 85
Fourth quarter, 1874				1,375 00				1,375 00
First quarter, 1875			13 40	1,375 00	11 40		6 25	1,406 05
Second quarter, 1875				1,375 00	18 75			1,393 75
Total			13 40	5,500 00	30 15		9 10	5,552 65
FRANKFORT, KY.								
Third quarter, 1874				250 00		102 50		352 50
Fourth quarter, 1874				250 00		105 00		355 00
First quarter, 1875				250 00		105 00		355 00
Second quarter, 1875				395 00		141 77		536 77
Total				1,145 00		454 27		1,599 27
NASHVILLE, TENN.								
Third quarter, 1874	30 00			4,475 00	70 85	354 95	237 33	5,188 16
Fourth quarter, 1874	100 00			4,485 00	93 00	699 80	85 37	5,463 17
First quarter, 1875	4 60			4,475 00	84 78	714 05	80 10	5,358 53
Second quarter, 1875				3,819 67	77 37	663 40	81 93	4,642 37
Total	134 60			17,254 67	336 00	2,432 23	504 73	20,652 23

POST-OFFICE APPROPRIATIONS.

Statement of the incidental and contingent expenditures of the post-offices respectively in each of the capitals of the States of the Union for the fiscal year ended June 30, 1875.

Office.	Office-furniture.	Advertising.	Mail-bags.	Clerks for offices.	Stationery.	Rent, fuel, and lights.	Miscellaneous.	Total.
SAINT PAUL, MINN.								
Third quarter, 1874				2,750 00	49 15		17 35	2,816 50
Fourth quarter, 1874				2,750 00	52 70			2,802 70
First quarter, 1875				2,750 00	25 15		39 00	2,814 15
Second quarter, 1875				2,750 00	6 65		5 00	2,761 65
Total				11,000 00	133 65		61 35	11,195 00
DES MOINES, IOWA.								
Third quarter, 1874		7 50	53 85	1,460 60	24 40	112 50	54 40	1,743 25
Fourth quarter, 1874		7 50	70 90	1,460 60	6 05	113 40	49 00	1,707 45
First quarter, 1875		7 50	89 90	1,653 10	39 25	112 50	5 15	1,907 40
Second quarter, 1875		7 50	49 20	1,635 60	24 25	112 50	47 25	1,876 30
Total		30 00	293 85	6,209 90	93 95	450 90	155 80	7,234 40
LANSING, MICH.								
Third quarter, 1874				500 00		162 50		662 50
Fourth quarter, 1874				125 00				125 00
First quarter, 1875				495 00		175 00		670 00
Second quarter, 1875				672 20	13 50	577 94		1,263 64
Total				1,792 20	13 50	915 44		2,721 14
MADISON, WIS.								
Third quarter, 1874				1,437 50		27 60	7 00	1,472 10
Fourth quarter, 1874				1,437 50	25 95			1,463 45
First quarter, 1875				1,437 50	32 15		1 00	1,470 65
Second quarter, 1875				1,437 50	17 20			1,454 70
Total				5,750 00	75 30	27 60	8 00	5,860 90
TOPEKA, KANS.								
Third quarter, 1874				800 00		212 50		1,012 50
Fourth quarter, 1874				800 00		212 50		1,012 50
First quarter, 1875				800 00		212 50		1,012 50
Second quarter, 1875				800 06	60 35	337 50		1,197 85
Total				3,200 00	60 35	975 00		4,235 35
LINCOLN, NEBR.								
Third quarter, 1874				600 00	2 50	72 00		680 50
Fourth quarter, 1874				600 00	2 50	78 00		680 50
First quarter, 1875				600 00	2 50	78 00		680 50
Second quarter, 1875				606 65	7 55	58 52	10 00	682 72
Total				2,406 65	15 05	292 52	10 00	2,724 22
JEFFERSON CITY, MO.								
Third quarter, 1874				350 00		96 00		446 00
Fourth quarter, 1874				350 00		96 00		446 00
First quarter, 1875				350 00		96 00		446 00
Second quarter, 1875				350 00		96 00		446 00
Total				1,400 00		384 00		1,784 00
LITTLE ROCK, ARK.								
Third quarter, 1874				1,697 58	24 80	413 75		2,137 13
Fourth quarter, 1874				1,699 26	24 75	318 25		2,042 26
First quarter, 1875				1,697 50	24 80	384 25		2,106 55
Second quarter, 1875	150 00			1,700 00	25 00	343 00		2,218 00
Total	150 00			6,795 34	99 35	1,459 25		8,503 94

Statement of the incidental and contingent expenditures at the post-offices, &c.—Continued.

Office.	Office-furniture.	Advertising.	Mail-bags.	Clerks for office.	Stationery.	Rent, fuel, and lights.	Miscellaneous.	Total.
SACRAMENTO CITY, CAL.								
Third quarter, 1874				2,532 00	13 80	470 75	7 00	3,023 55
Fourth quarter, 1874				2,232 00	7 75	538 75	17 50	2,796 00
First quarter, 1875	4 00			2,428 57	18 75	618 85	15 10	3,085 27
Second quarter, 1875				2,532 00	27 10	511 05	6 00	3,076 15
Total	4 00			9,724 57	67 40	2,139 40	45 60	11,980 97
CARSON CITY, NEV.								
Third quarter, 1874				150 00				150 00
Fourth quarter, 1874				150 00				150 00
First quarter, 1875				150 00				150 00
Second quarter, 1875				150 00				150 00
Total				600 00				600 00
PORTLAND, OREG.								
Third quarter, 1874			29 00	1,469 17	15 40	445 17	14 98	1,973 72
Fourth quarter, 1874			3 75	1,409 16	4 75	576 08	15 15	2,008 89
First quarter, 1875				1,556 85	18 35	543 05	24 55	2,142 80
Second quarter, 1875				1,550 00	13 85	428 20	22 12	2,012 17
Total			32 75	6,045 18	52 35	1,990 50	76 80	8,197 58
NEWPORT, R. I.								
Third quarter, 1874				940 50	8 78		13 13	962 41
Fourth quarter, 1874				846 50	10 16	10 60		867 26
First quarter, 1875				1,025 50	20 31	466 67	74 92	1,587 40
Second quarter, 1875				1,118 50	9 71	600 00	11 04	1,739 25
Total				3,931 00	48 96	1,077 27	99 09	5,156 32

Hon. WM. S. HOLMAN,
 Chairman Sub-committee on Post-Office Appropriation Bill.
 (From Post-Office Department.)

POST-OFFICE DEPARTMENT,
 APPOINTMENT OFFICE,
 Washington, D. C., April 20, 1876.

SIR: I have to state, in reply to your letter of 16th instant, that there is no direct revenue derived from the free-delivery service, inasmuch as the carriers are forbidden by law to charge extra postage or fees upon any matter collected or delivered by them. The act referred to (approved June 8, 1872, section 100) is in the following words: "That no extra postage or carrier's fees shall be charged or collected upon any mail matter collected or delivered by carriers." (Statutes at Large, vol. 17, page 297.)

The postage on local matter, however, at New York, Philadelphia, and Boston, exceeded the entire cost of the service during the last fiscal year, at those offices, as follows:

	Total ex-penses.	Local post- age.	Excess of local postage.
New York	\$358,602 00	\$1,003,698 09	\$645,096 09
Philadelphia	218,989 04	236,002 29	17,013 25
Boston	112,457 67	132,657 36	20,199 69

In regard to the increased revenue derived from this service, please find herewith a copy of a letter of this Office to Hon. Hannibal Hamlin, in reply to a similar inquiry.

I would also refer you to the last annual report of the Postmaster-General, (pages 206, 207, 208, and 209,) for full and detailed information respecting the operations of this service at the several letter-carrier offices.

Very respectfully, &c.,

J. W. MARSHALL,
First Assistant Postmaster-General.

ROBERT J. STEVENS, Esq.,
Clerk Committee on Appropriations, House of Representatives.

POST-OFFICE DEPARTMENT, APPOINTMENT OFFICE,
Washington, D. C., February 3, 1876.

SIR: I have the honor to state, in reply to your verbal request to be informed what revenue is derived from the free-delivery system, &c., that there is no direct revenue from this source, inasmuch as the law authorizing its establishment expressly provides for the *free* delivery of mail-matter by carriers. There is, however, an indirect charge authorized by law in the shape of postage, which meets the expense in part, namely, the charge of two cents on local letters at free-delivery offices, and only one cent at all other offices. (Postal Laws and Regulations, page 61, section 157.)

This additional charge amounted, at the several free-delivery offices during the last fiscal year, to \$488,392, which should be credited to this service, as it was imposed because of the increased facilities and expense consequent on the introduction of this mode of delivery.

The law also fixes the rate of postage on newspapers, excepting weeklies, when the same are deposited in a letter-carrier office for local delivery to subscribers or non-subscribers, at one cent each. Whereas such papers deposited in a non-letter-carrier office for local delivery to subscribers, are not subject to any postage whatever. It is, however, impossible to estimate with any accuracy the additional revenue from this source, as no distinction is made in the reports of postmasters between local papers and those received by mail.

At the time of the establishment of the free-delivery system there were in operation in several of the principal cities private expresses which almost monopolized the local-letter delivery.

These expresses were discontinued by the operations of the carriers' delivery, which, by its greater facilities, attracted their business to the post-office.

Were the carriers' delivery discontinued, similar enterprises would, no doubt, spring up in our large cities, and divert from the post-office the city letters delivered. The local postage amounted, during the last fiscal year, to \$1,947,559. Deducting \$488,392, the amount received from the additional postage of one cent on local letters, leaves \$1,459,167.

It is believed at least 75 per cent. (perhaps more) of this amount should be regarded, if not as a creation of the carriers' delivery, at least as a diversion from private enterprises to the post-office, and should, therefore, be credited to this branch of the service. If we allow only 75 per cent. of this amount as secured to the revenues of the Department by this mode of delivery, we have \$1,094,375, which, added to the amount (\$488,392) derived from local letters, foots up \$1,582,767 as

due to this service, leaving an excess of expenditure of only \$297,274, as properly chargeable to this service.

The excess of postage on local matter during the last fiscal year over the entire expense of the service was \$67,517.55. The increase in the cost of the service was 4 per cent., while the increase in the postage on local matter was 21 per cent. It should be observed that, while this subject has been treated solely with reference to *local* matter and the postage derived therefrom, this class of matter embraces only about 25 per cent. of the whole matter handled. The balance, (75 per cent.,) collected and transmitted by mail and received by mail, and delivered by carrier, this service receives no credit for whatever, though it is presumable that the frequent collections and deliveries by carrier stimulate mail correspondence in the same manner if not to the same extent that they do local correspondence.

The principal argument in favor of the free-delivery system, stated generally, is public convenience.

The policy of employing a comparatively few men in the large business centers to transact the postal business of the several communities, is believed to be based on sound business principles, and justified by the time (an important consideration to business men) and money saved to the public in going to and from the post-office, or in employing private messengers for the delivery of letters, or in resorting to the telegraph.

It is also justified, in an economic point of view, by the diminution of labor in post-offices, the facilities and stimulus given to correspondence, the frequency, promptness, and accuracy secured in the delivery of letters, and the reduction of advertised and dead letters.

I will also add that its benefits are not confined to free-delivery cities, as persons throughout the country corresponding with letter-carrier cities are likewise interested in the quick transmission and delivery of their letters and in the replies thereto.

I am, very respectfully, &c.,

J. W. MARSHALL,
First Assistant Postmaster-General.

Hon. H. HAMLIN,
United States Senate.

POST OFFICE DEPARTMENT, APPOINTMENT OFFICE,
Washington, D. C., March 4, 1876.

SIR: Your letter of the 28th ultimo, to Hon. J. M. McGrew, has been referred to this Office.

In reply, you are informed that allowances for clerk-hire are made to postmasters at offices of the first and second classes, out of the surplus revenues of the office, that is, the excess of box-rents and commissions over and above the salary assigned to the office.

Postmasters are required to furnish an estimate of cost of clerk-hire, &c., upon the receipt of which the application is considered, and such allowance granted as is deemed necessary and expedient for the best interest of the service. Competent and efficient special agents of the Department are constantly visiting the offices to ascertain if the amounts allowed are necessary for the proper performance of the labor.

It is not deemed expedient, as a general rule, for the Department to regulate the compensation of employes in post-offices, as many postmasters find it necessary to pay a portion of their own salary to their clerks over and above the amount allowed by the Department.

H. Rep. 441—2

Allowances for clerk-hire are granted at offices of the third and fourth class where such offices are at the intersection of several mail-routes, necessitating the employment of a clerk to assist in separating the mails. Such allowances are based upon the amount of mail-matter handled.

A statement of offices and amounts allowed for clerk-hire, &c., has been furnished the Committee on Post-Offices and Post-Roads.

I am, respectfully, &c.,

J. W. MARSHALL,
First Assistant Postmaster-General.

R. J. STEVENS, Esq.,
*Clerk Committee on Appropriations,
House of Representatives.*

Value of official stamps and stamped envelopes furnished the several Executive Departments during the six months ending December 31, 1875.

Executive Department.....	\$440 00
State Department.....	
Treasury Department.....	62,000 00
War Department.....	33,627 72
Navy Department.....	6,940 00
Post-Office Department.....	291,663 50
Department of Interior—Pension-Office.....	\$13,610 00
Department of Interior—Smithsonian Institution.....	100 00
Department of Interior—Patent-Office.....	9,120 00
	<hr/>
	22,830 00
Department of Justice.....	1,525 00
Department of Agriculture.....	1,000 00
	<hr/>
Total.....	420,026 22

POST-OFFICE DEPARTMENT,
OFFICE OF THIRD ASSISTANT POSTMASTER-GENERAL,
Washington, D. C., March 23, 1876.

SIR: In reply to your letter of this date, asking, in behalf of the subcommittee (of the Committee on Appropriations) having charge of the Post-Office appropriation bill, for information in regard to the cost of postal cards and the revenue derived therefrom, I have to say that the contract-price for manufacturing the cards, which includes the paper, printing, packing, and delivering ready for shipment, is one dollar thirty-nine and seven-eighths cents per thousand, and they are sold to the public at ten dollars per thousand.

During the last fiscal year, 107,616,000 cards were issued to postmasters upon their requisitions. It is impossible to state the number actually sold to the public during the year, as no separate inventory of the stock on hand at the close of the fiscal year is taken in the thirty-five thousand post-offices, and no account of the sales of postal cards separate from the sales of postage-stamps and stamped envelopes is kept in the Department.

The difference between the cost of manufacture and the price at which they are sold represents the gross revenue derivable therefrom.

If any further explanation is needed, it will be given by Mr. Ireland, who is thoroughly familiar with this matter.

Very respectfully,

E. W. BARBER,
Third Assistant Postmaster-General.

Col. R. J. STEVENS,
Clerk Committee on Appropriations.

POST-OFFICE DEPARTMENT,
Washington, D. C., March 24, 1876.

SIR: In reply to the communication of Mr. Robert J. Stevens, clerk to the Committee on Appropriations, of the 22d instant, requesting, by direction of the committee, a re-arrangement of certain items in the estimate for expenses of this Department, I respectfully submit the following facts for the information of the committee:

The appropriation for mail depredations and special agents cannot, from the character of the service, be separated so as to specify a particular sum for each. Employed primarily to detect and punish depredations on the mails, and other violations of the postal laws, the special agents are at the same time required to attend to a multiplicity of miscellaneous work connected with every branch of the postal service.

Special agents are required to investigate all irregularities reported as occurring on the mail-routes of the country, many of which are located in remote and obscure districts. The instructions of newly-appointed postmasters in their duties, and the corrections of errors that frequently occur through carelessness or incompetency, also occupy considerable of the special agents' time, and they are not unfrequently called upon to take possession of post-offices, and discharge the duties appertaining thereto for a considerable period, owing to the removal of postmasters for alleged criminal or other sufficient cause.

It is made a part of the duty of special agents, in cases of controversy, to examine and report the proper location of post-office sites; to arrange terms for leases, and to superintend transfers. This important service requires thorough investigation and a careful consideration of all the surroundings, and intrusted to the special agents, who are free from local influences, both the Department and communities are better served than otherwise could be possible.

The small force of special agents designated for the Money-Order Division is not able promptly to investigate all of the cases of alleged fraud and irregularities that occur therein, and it is of daily occurrence that the special agents of the depredation force are employed to assist in the work connected therewith.

As an illustration of the results accomplished by the force, the mail this morning (March 24) brings reports of eight arrests made by our agents in different parts of the country: a mail-messenger in Connecticut, a postmaster in Georgia, and a gang of six burglars in Easton, Pa., who have for a number of months been raiding through several counties of that State, and operating particularly on post-offices. The same agent who effected this wholesale capture also obtained the information which led to the recent apprehension of several counterfeiters in the same neighborhood.

In addition to the great amount of miscellaneous work briefly outlined above, the force nearly averages an arrest for robbery, and other

penal violations of law, for every working-day in the year; and in a large majority of cases the arrests are followed by conviction.

The duty of special agents are always arduous, and often perilous, and in their ramifications extend over every branch of the service, and upon a faithful discharge of these the success of the postal establishment in a great measure depends.

I have the honor to be, very respectfully, your obedient servant,
MARSHALL JEWELL,
Postmaster-General.

Hon. WM. S. HOLMAN,
*Chairman Committee on Appropriations,
House of Representatives.*

POST-OFFICE DEPARTMENT,
OFFICE OF THIRD ASSISTANT POSTMASTER-GENERAL,
Washington, D. C., April 21, 1876.

SIR: By direction of the Postmaster-General, I have to acknowledge the receipt of the communication from your committee requesting that you be "furnished with a statement showing the amount of revenue received by the Post-Office Department during the first and third quarters, respectively, of the current fiscal year."

The receipts of the Department during the first quarter, *i. e.*, the quarter ended September 30, 1875, were \$6,677,782.81; and during the second quarter, *i. e.*, the quarter ended December 31, 1875, were \$7,230,611.10, making a total for the six months of \$13,908,393.81.

The accounts of postmasters for the third quarter, ended March 31, 1876, are just being received, examined, and registered by the Auditor of the Treasury for the Post-Office Department, which work will not be completed until after June 30 proximo. It is therefore impossible to furnish, at this time, any statement of the revenue for that quarter.

I am, sir, very respectfully,

E. W. BARBER,
Third Assistant Postmaster-General.

Hon. S. J. RANDALL,
Chairman of Committee on Appropriations, House of Representatives.

POST-OFFICE DEPARTMENT, APPOINTMENT-OFFICE,
Washington, D. C., April 28, 1876.

SIR: In compliance with the request contained in your letter of the 24th instant, addressed to the Postmaster-General, I have the honor to inclose herewith a statement of the receipts and expenditures of the Post-Office Department, amount paid to postmasters and railroad companies, and also the amount appropriated for deficiency item from the years 1851 to 1875, inclusive.

Very respectfully,

J. W. MARSHALL,
First Assistant Postmaster-General.

Hon. W. S. HOLMAN,
House of Representatives, for Committee on Appropriations.

POST-OFFICE APPROPRIATIONS.

A statement showing the amount of receipts and expenditures of the Post-Office Department, the amount paid to postmasters and to railroad companies; also the amount appropriated for deficiency items, from 1851 to 1875, inclusive.

Year.	Amount of receipts.	Amount of expenditures.	Amount paid to postmasters.	Amount paid to railroad companies.	Amount appropriated for deficiency item.	Remarks.
1851	\$6,410,604 33	\$6,278,401 68	\$1,781,686 34	\$965,019 00	.....
1852	5,184,526 84	7,108,459 04	1,753,360 34	1,275,520 00	.....	For appropriations for deficiency items, see 10 Stats., p. 22.
1853	5,240,724 70	7,982,758 59	1,821,002 15	1,601,329 00	2,309,979 90	For appropriations for deficiency items, see 10 Stats., pp. 182, 184, and 235.
1854	6,255,586 22	8,577,424 12	1,758,048 26	1,758,610 00	2,893,640 91	For appropriations for deficiency items, see 10 Stats., pp. 205 and 588.
1855	6,642,136 13	9,963,349 29	2,135,335 22	2,073,069 00	1,106,574 38	For appropriations for deficiency items, see 10 Stats., pp. 658 and 667.
1856	6,940,621 68	10,405,266 36	2,102,690 73	2,310,389 00	3,441,181 00	For appropriations for deficiency items, see 11 Stats., pp. 12 and 94.
1857	7,253,951 76	11,508,057 93	2,985,609 46	2,828,847 00	3,166,883 00	For appropriations for deficiency items, see 11 Stats., p. 189.
1858	7,488,792 86	12,722,470 01	3,355,016 98	2,828,847 00	4,974,391 89	For appropriations for deficiency items, see 11 Stats., pp. 288, 269, and 366.
1859	7,968,484 07	11,458,083 63	3,453,900 97	3,243,974 00	.....
1860	8,518,067 40	11,170,609 99	3,552,868 10	3,340,662 00	12,629,758 01	For appropriations for deficiency items, see 12 Stats., pp. 1, 39, and 112.
1861	8,249,296 40	13,606,759 11	3,514,097 35	2,543,709 00	5,301,350 63	For appropriations for deficiency items, see 12 Stats., p. 205.
1862	8,299,820 90	11,195,364 13	3,240,767 24	2,498,115 00	2,190,000 00	For appropriations for deficiency items, see 12 Stats., p. 381.
1863	11,163,789 59	11,314,206 84	3,876,923 34	2,532,117 00	.....
1864	12,438,253 76	19,644,726 28	3,174,325 68	2,567,044 00	1,659,171 99	For appropriations for deficiency items, see 13 Stats., pp. 25, 27, and 30.
1865	14,556,158 70	13,694,726 28	3,383,381 77	2,707,431 00	.....
1866	14,396,986 21	15,359,079 30	3,454,877 44	3,391,592 00	981,740 00	For appropriations for deficiency items, see 14 Stats., pp. 321 and 324.
1867	15,227,026 87	19,225,483 46	4,053,728 17	3,812,600 00	.....
1868	16,282,630 80	24,730,592 65	4,255,310 93	4,177,196 00	800,000 00	For appropriations for deficiency items, see 15 Stats., p. 55.
1869	18,344,510 72	23,098,131 50	4,546,958 43	4,723,680 00	10,353,627 01	For appropriations for deficiency items, see 15 Stats., pp. 314 and 323; 16 Stats., pp. 9 and 14.
1870	19,772,220 65	23,998,837 63	4,673,466 79	5,198,990 00	98,980 00	For appropriations for deficiency items, see 16 Stats., pp. 84 and 89.
1871	20,037,045 49	24,300,104 65	5,028,241 85	5,724,979 00	8,724,653 00	For appropriations for deficiency items, see 16 Stats., pp. 518 and 572.
1872	21,915,426 37	26,658,199 31	5,121,685 90	6,592,771 00	5,724,231 51	For appropriations for deficiency items, see 17 Stats., pp. 31 and 392.
1873	22,996,741 57	29,064,945 67	5,721,468 19	7,287,106 00	5,441,600 00	For appropriations for deficiency items, see 17 Stats., pp. 465 and 559.
1874	22,941,071 89	32,198,414 58	5,818,472 17	9,113,190 00	5,719,446 06	For appropriations for deficiency items, see 18 Stats., pp. 143 and 282.
1875	26,791,360 59	33,611,309 45	7,346,123 10	9,216,518 00	7,664,705 00	For appropriations for deficiency items, see 18 Stats., pp. 343 and 413.

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SPENCER vs. MOREY.

APRIL 27, 1876.—Ordered to be printed.

Mr. HOUSE, from the Committee on Elections, submitted the following

REPORT:

WILLIAM B. SPENCER } Contested election from fifth district of Louis-
vs. } iana.
FRANK MOREY. }

The Committee on Elections, to whom was referred the above case, report :

The fifth congressional district of Louisiana is composed of fourteen parishes.

It is admitted by Morey, the contestee, that in nine of said parishes, to wit, Caldwell, Catahoula, Claiborne, Franklin, Jackson, Lincoln, Richland, Union, and Tensas, Spencer, the contestant, received majorities aggregating 3,944.

It is conceded by Spencer, the contestant, that in four of said parishes, to wit, Madison, Morehouse, Ouachita, and Concordia, (excluding Ward No. 5, in the latter parish, which is contested,) Morey, the contestee, received majorities amounting to 2,548.

The whole of Carroll Parish and Ward No. 5 of Concordia Parish are contested, and no other part of the district.

It results from the admissions and agreement of the parties that Spencer, the contestant, enters the contested territory with a majority of 1,396 votes in his favor.

We will take up the contested points in the district in the order in which the parties have presented them in their arguments before the committee.

1. Fifth ward of Concordia Parish.

The contestant claims that the returning-board unlawfully counted the returns from this ward; that the parish supervisor unlawfully returned the votes of said poll; that the commissioners at said poll or ward refused to count the votes at the voting-place, as by law they were required to do, but, on the contrary, carried the ballot-box, late at night, a distance of fifteen miles, to Vidalia, the county-site of Carroll Parish, went into a private apartment and counted the votes, not in the presence of the public, and made no returns thereof for two days; all of which he claims is presumptive evidence of fraud and wrong.

Morey, the contestee, replies in general terms that he is entitled to the number and majority of votes with which the returns of the commissioners of election and the State returning-board credit him.

The election-laws of Louisiana seem framed with a view to prevent, as far as may be, the possibility of frauds, and are much more specific

in their details and stringent in their requirements than those of many other States of the Union. A brief outline of the system, in view of the questions arising in this case, may not be deemed inappropriate.

Three commissioners, selected from different political parties, and of good standing in the party to which they severally belong, are to preside over and conduct the election—one of their number to be, by them, selected to act as clerk. Before entering upon their duties, each one of them is to take and subscribe an oath that he will “faithfully and diligently perform the duties of a returning-officer as prescribed by law;” that he will “carefully canvass and compile the statements of the votes, and make a true and correct return of the election.”

They are to receive the ballots of all legal voters, and deposit the same in the ballot-box, and this they are to do “in the full and convenient view of the voter himself.” Each voter has “the right to deposit his own vote in the ballot-box with his own hand.” It is made a misdemeanor for any commissioner to receive a ballot from any other hand than that of the voter himself, or for any other person than the voter himself to hand a ballot to a commissioner. A list of persons voting is to be kept, numbered from one to the end, said list to be signed and sworn to by the commissioners before leaving the place or opening the ballot-box. The votes are to be counted by them immediately after the close of the election without moving the box from the place where the election was held, and the counting must be done in the presence of any bystander or citizen who may be present. Tally-lists of the count are also required to be kept, and, after the count, the ballots counted are to be put back into the box and preserved until after the next term of the criminal or district court, as the case may be. They are to make a list of the names of all persons voted for; the offices for which they were supported; the number of votes received by each; the number of ballots contained in the box, and the number rejected, and the reasons therefor. They are then to make out duplicates of such lists, to be signed and sworn to by them; one of said duplicates to be delivered to the supervisor of registration of the parish, and the other to the clerk of the district court of the parish, and this is to be done by all or one of the commissioners in person, within twenty-four hours after the closing of the polls.

To the supervisor of registration, as we have seen, one of the duplicate returns is to be delivered within twenty-four hours after the closing of the polls. This supervisor of registration, when the returns from the different wards in the parish are made to him, is required within twenty-four hours thereafter to compile or consolidate the same, and this consolidated return is to be certified as correct by the clerk of the district court. The supervisor is then to forward these consolidated returns, together with the originals received by him from the commissioners, to the State returning-board, the same to be inclosed in an envelope of strong paper or cloth, securely sealed, and sent by mail.

The State returning-board is to be composed of five persons, selected from all political parties. They are to meet in New Orleans within ten days after the election, to canvass and compile the statements of votes made by the commissioners of elections, and make returns of the election to the secretary of state—the returns to be compiled in duplicate; one copy to be filed with the secretary of state, and of the other they are to make public proclamation by printing in the official journal and such other newspapers as they deem proper, declaring the result of the election. These returns of the State returning-board are made *prima-facia* evidence of election.

There are various and specific provisions in reference to disorder, intimidation, illegal voting, and fraud, to some of which are affixed heavy penalties—all intended to protect the elector in a fair and untrammelled exercise of his right to vote, and to guard the ballot-box from improper influences.

The first section of the act containing these election-laws says the elections "shall be held in the manner and form and subject to the regulations hereinafter prescribed, *and no other.*"

In view of the specific requirements of the law upon the subject, it must be admitted that the conduct of the commissioners in totally disregarding its plain provisions is somewhat extraordinary. The law required them not to remove the ballot-box from the place where the election was held until they had counted every vote in it in the presence of such of the voters as saw fit to be present and witness the counting. This counting they were required to commence immediately on the close of the polls, and their returns were to be made out and delivered to the supervisor of registration within twenty-four hours after the voting ceased.

Instead of doing this, after the close of the election, between six and seven o'clock in the evening, they took the ballot-box and started with it to Vidalia, the parish-site, a distance of some sixteen miles from the voting-place. Dameron, one of the commissioners, who is sworn by both parties, in his testimony says when the polls were closed the box was locked, and he took the key and gave the box to Robert H. Columbus, another commissioner. They started to Vidalia on horseback, and when they arrived at the store of one Witherspoon, the suggestion was made that Dameron should get into a buggy with one Irvine and take the ballot-box in the buggy with him. They then proceeded to Vidalia, one of the commissioners riding in front and the other in rear of the buggy, on horseback. They reached Vidalia between 11 and 12 o'clock that night, and finding the court-house occupied by the officers of election at Vidalia, they went up-stairs into the room of the tax-collector, opened the box, and commenced counting the votes. They counted until half past two o'clock that night, when, being fatigued, they adjourned for the night. When the box was closed, Dameron says he locked it and gave the key to Columbus, and took the box himself with him to the hotel, where he and William C. Yorger, United States supervisor, occupied the same room for the balance of the night. The box was placed under the bed during the night. The next morning, Dameron says he took the box with him to the table when he went to breakfast. After breakfast they again met in the up-stairs room of the court-house, opened the box and commenced counting, and after counting there a while went down into the court-room. They completed their returns on Wednesday night, November 3, between 10 and 11 o'clock, and made their returns to the supervisor of the parish on the next day, 4th November, between 12 m. and 1 o'clock p. m. Dameron further says that during the time they were counting the votes in the tax-collector's office there were several spectators present; the tax-collector's office was considered a public office; says when he went to his meals, during the counting, he left the box in the court-room in charge of his co-commissioner Columbus, and took the key himself, and when Columbus went to his meals he took the key, leaving the box in Dameron's custody. Columbus and Jefferson, the other two commissioners, being colored men, did not take their meals at the same place Dameron did.

Waiving for the present the minute circumstantiality with which Dameron relates the strict and scrupulously conscientious guard kept

over the ballot-box from the time they left the voting-place until they reached Vidalia, and until the votes were counted, one of the commissioners riding in front of the buggy and the other in the rear, (why this singular disposition of forces was made not being explained,) one taking the key and the other the box after they got to Vidalia, and at no time after their arrival there the ballot-box and the key being suffered for a moment to remain in the hands of the same person, although, on the way to Vidalia, Dameron seems to have had both box and key in his ride in the buggy with Irvin; waiving all this, let us come at once to the cause assigned, to the reason given, for the total disregard of the law in leaving the voting-place without counting the votes, and making a nocturnal trip of sixteen miles, riding till midnight and counting the votes at a place different from that designated by law for them to be counted.

On this point Dameron says:

When the polls were closed the other two commissioners *refused to open and count the votes at the polls*, they saying the box ought to be taken to Vidalia and the votes counted there. Not having the book of instructions for holding the elections, I acquiesced in their wishes.

It is very clear from this statement of Dameron that the question was discussed as to whether the votes should be counted at the polls or not, and that Dameron had the idea that they should be counted there, but was overruled by the other two commissioners, who refused to count them there. But the other two commissioners flatly contradict Dameron, and say that they did *not* refuse to count the vote at the voting-place. R. H. Columbus says he has carefully examined Dameron's statement and fully confirms the same with this exception: "I made no objection to the opening and counting the votes at the polls."

E. D. Jefferson, the other commissioner, confirms Dameron in every particular except the following: "*I made no objection to opening and counting the votes at the polls*, but stated I had served as commissioner of election before, and always took the boxes to Vidalia to count them, and we had no instruction-book to guide us, and I did not know what else to do, believing that to be the law. I had left the instruction-book at home, having forgotten to take it with me."

Now, Dameron says that both Jefferson and Columbus "*refused*" to open and count the votes at the polls, and not having any instruction-book he yielded to their wishes. They both deny having made any such refusal. Just what the precise truth is on this point, it is difficult to determine with certainty. For the present let us assume that, in ignorance of the law and without bad faith, the ballot-box was transported sixteen miles in the night-time, and the votes counted at a place different from where they were cast, and not in the presence of such of the voters as saw fit to witness the counting. Were they correctly counted?

Dameron says, (and his statements are confirmed in every respect by his two co-commissioners, Columbus and Jefferson, except in the particular already noticed,) "In counting the votes, the tally-lists were kept by different persons—part of the time by Mr. Connell, part of the time by Mr. Joyce, and part of the time by Mr. Nutt. The tally-sheets were kept under the direction and supervision of the commissioners. There were in said box, and returned by said commissioners, 441 votes for Frank Morey for member of Congress for fifth district, and 37 votes for William B. Spencer for member of Congress for fifth district of Louisiana. * * I am neither a democrat nor republican, but am an old-line whig. The other two commissioners were republicans. I was not considered to be a republican. The labor of counting the votes was very considerable, as it was a general election, and quite a number of candidates voted for. I only heard two candidates make objection to

our mode and manner of counting. No objection by anybody else was made to me. * * * I don't think the tally-lists were very regularly kept, as we had no regular tally-keepers and had to pick them up as we could get them. I believe the tally-lists were kept as correctly as they could have been kept under the circumstances." Witness further says he voted for Spencer for Congress.

Whatever may be thought as to whether those portions of the law are mandatory or directory which require the votes to be counted at the place where they are polled, without removing the ballot-box, in the presence of such voters as may see fit to witness the count, and the commissioners to make their return to the supervisor of the parish in twenty-four hours after the close of the polls—all of which provisions were intentionally violated or ignorantly disregarded by the commissioners—we assume that there can be no two opinions on the proposition that that part of the law which requires the commissioners to make a correct count of the votes cast is certainly imperative. Before entering upon their duties, as we have seen, they are required to swear that they will "carefully and honestly canvass" the votes. How were the votes at this box counted? How did these commissioners discharge their duty in this respect?

The keeper of the tally-list, to all intents and purposes, makes the only record from which the votes can be counted. If his list is correct, the number of votes cast can be correctly ascertained; if his list is erroneous, the returns based on it are necessarily incorrect. The tally-keeper is, then, the party who counts the votes. The marks he makes on the paper determine how many votes each candidate has received. It is not pretended, and indeed cannot be, that these commissioners had any other mode or means of determining the result of the election than from the tally-sheets kept by parties "picked up"—to use Dameron's expression—at random in the court-house to tally the vote. Can sworn commissioners whom the law places around the ballot-box as guardians of its purity, and charges with the duty of "carefully and honestly" canvassing the votes at an election, delegate to unsworn and irresponsible parties the delicate task which the law imposes upon them alone? The law of Louisiana expressly requires tally-sheets to be kept; and when properly kept they are authority upon the state of the vote. Says McCrary, in his *Law of Elections*, sec. 291:

"In the case last named, it was held that the tally-sheet, kept by the officers of the election, is competent evidence, in an election-contest, to show the true state of the vote. It is good until impeached, and affords *prima-facie* evidence of the votes cast for such candidate." This gives to the tally-sheet kept by officers of the election the same dignity and authority as the returns themselves, and properly so; for the returns are based on the tally-sheets, and unless the latter are correct the former cannot possibly be so, or import verity. Who were Connell, Joyce, and Nutt, the three parties picked up in the court-house to work upon these tally-sheets? All we know of them is their names. They were not officers of the election, and were not sworn to discharge their duties faithfully. By the law of Louisiana it is made a felony for any person not an officer of election to assume to act as such in receiving or counting votes, or doing any other act toward the holding or conducting elections, or making returns thereof, clearly prohibiting all *unofficial* hands from touching anything connected with holding elections or counting the votes. No legal presumption of correctness attaches to their acts. If the tally-sheets kept by them can stand at all, they must stand on extrinsic evidence of their truth, as they can lean

on no legal presumption for support. It is no extenuation of such a proceeding as this for witnesses to swear, as Dameron does, that the election was all fair. Of what avail is a fair election with a dishonest or uncertain count of the votes? In vain may the law require illegal votes to be excluded, a correct list of voters to be kept, intimidation and bribery to be punished, if, after a fair election has been held, and each voter has exercised his high privilege of voting according to his own choice, the sworn officers of the election shall be allowed to turn over to idle loungers the duty of keeping the tally-sheet, where fraud can be so easily committed and with such difficulty detected. The election law which would tolerate such a proceeding would be a mockery, and such conduct on the part of officers of election, if sanctioned, would, in the opinion of this committee, open wide the door to fraud and be a dangerous precedent. But, in addition to the absence of any legal presumption to support such a count, Dameron says, in positive disparagement of the manner in which the tally-sheets were kept, "I don't think the tally-lists were very regularly kept, as we had no regular tally-keepers, and had to pick them up as we could get them. I believe the tally-lists were kept as correctly as they could have been kept under the circumstances." Not "*very regularly kept*," but "*I believe*" they were "*as correctly kept as they could have been kept under the circumstances!*" The law required him and his co-commissioners to keep them regularly. They had been sworn to do so, and they were required to know of their own personal knowledge that they were correctly kept, and yet this sworn officer admits they were not very regularly kept, but excuses the irregular manner in which they *were* kept by saying the commissioners *had to pick up* such persons as they could get to keep them. Why did they have to pick up anybody to discharge a duty which the law imposed on them and them alone? And he *believes* they were as correctly kept as they could have been under the circumstances. Under what circumstances? He must mean as correctly as Dick, Tom, and Harry, the idlers about the room, would be likely to perform such a task. It is true Dameron says these tally-sheets were kept by the direction and under the supervision of the commissioners. But it is very clear from his admission that he has no knowledge as to whether those tally-sheets spoke the truth or not. He does not pretend to say whether the number on the tally-sheets corresponded with the number of ballots in the box, and much less could he have told whether the keepers of the tally-sheets correctly credited each candidate with the votes he received. No effort whatever was made to verify the tally-sheets; and the men who kept them, Connell, Joyce, and Nutt, are not even called to prove that they did their work correctly. It is very clear from Dameron's statement that the work of tallying the votes was confided to the irresponsible men called by the commissioners to do it, and that no such supervision as the commissioners *seeing and knowing for themselves* that the tally-sheets were correctly kept was exercised by them. It is true Dameron further says: "I only heard two candidates make objections to our mode and manner of counting." But it can make no difference how many candidates he may have heard object to it. The commissioners disregarded an imperative provision of the law without the observance of which there can be no safety or certainty in elections. The integrity of their returns and their *prima-facie* character are therefore destroyed. There being no proof outside of the returns of the vote of this ward or poll, it must be excluded from the count.

CARROLL PARISH.

Generally, in reference to the election in this parish, contestant alleges that at none of the voting-places in said parish were the votes correctly counted, or returns made and sworn to as the law directs, but, on the contrary, the partisans of contestee at once seized upon all the ballot-boxes, with the ballots, lists of voters, and other papers, concealed, and still conceal them, in order to facilitate their unlawful purpose of falsifying the same. Other and specific charges are made in reference to particular wards in the parish, which will be noticed more appropriately in the separate consideration hereafter to be given to such wards.

Contestee in general terms claims to have received the majority of votes credited to him in Carroll Parish by the board of returning-officers; that the election in said parish was conducted according to law, and that whatever irregularities may have occurred in the election in said parish, they were not of a character to vitiate or avoid the election.

Contestant offers in evidence in this cause, a record in the cause of *Burton et al. v. Hicks et al.*, a proceeding instituted by certain parties who were voted for for State or county offices at the election in Carroll Parish on 2d November, 1874, to test the validity of said election. To this suit neither contestant nor contestee is a party. Contestee objects to the introduction of said record in this cause because it is *res inter alios acta*. It is true the validity of the same election at which contestant and contestee were voted for is involved in the cause, yet neither of them being parties to the same can be bound thereby. We therefore sustain the objection to the introduction of the record, and exclude it as evidence in this case.

First ward.

The only returns produced of the election at this poll is a paper purporting to be signed and sworn to by the three commissioners, David Jackson, T. B. Rhodes, and E. M. Spann. This paper is produced by the witness, R. K. Anderson, on his examination, who seems to have been a commissioner of election at Ward 3, in Carroll Parish, and to have had no connection whatever with Ward No. 1. Says he received it from the clerk of the court. How the clerk came to give it to him, how long he had had it in his custody, are questions on which Mr. Anderson furnishes no information, and on which, strange to say, neither the contestant nor contestee ask him to furnish any. The election took place in November, 1874. As has been already seen, it was by law made the duty of the commissioners of election within twenty-four hours after the close of the polls to deposit the ballot-box containing the ballots, and also to deposit the returns of the election, in the office of the clerk of the district court. How Anderson happened to have the paper produced by him in April, 1875, nearly six months after the election, when his deposition was taken, neither he nor any other witness explains, or is asked by either party to explain, except the mere statement of Anderson that he received it from the clerk. E. M. Spann, one of the commissioners, is asked what was done with the ballot-box, the returns, and other papers pertaining to the election. He says that he and David Jackson, another commissioner, took them to Providence, the parish-site, and deposited them in the office of the clerk of the court, all except the returns, one copy of which was left *with the clerk of the court*, and another given to the supervisor of registration of the parish.

David Jackson, it will be noted, was himself the clerk of the court, in whose office, according to Spann's statement, the ballot-box and other papers were deposited, and *with whom* one copy of the returns was left.

T. I. Galbreth says he has been the principal deputy clerk of that court, and as such has had entire control of the office since July 26, 1873. He swears there have never been on deposit in that office any ballot-boxes, returns, or other papers pertaining to the election *from any of the wards in the entire parish*, except a tally-sheet handed to him by a commissioner of the First ward, which was afterward taken out of his office and carried away. He further says that diligent search has been made by himself and others for those ballot-boxes and papers, but they cannot be found, and he does not know where they are.

This is certainly a most extraordinary state of affairs, that for not a single ward in an entire parish can the evidence that an election was held in the parish be found in the office where the law says such evidence shall be deposited. It suggests a demoralization and laxity, to use no stronger terms, on the part of sworn officials most discouraging to contemplate.

Can the testimony of Spann, the commissioner, and Galbreth, the deputy clerk, be harmonized? One swears that the ballot-box from this district was deposited in the clerk's office, and the other that no such deposit was ever made. If such a deposit was made, Jackson, one of the commissioners, and the clerk of the court, certainly knew it; for Spann says he and Jackson went together to the office and left the ballot-box and papers pertaining to the election there. It is possible that Jackson may have abstracted the ballot-box and papers from the office before Galbreth saw them, and never communicated to his deputy the fact that they had been placed in the office. This hypothesis would reconcile the conflicting statements of Spann and Galbreth, but it is only a hypothesis. The proof is silent on the point.

The deposition of Jackson is taken in the case, and not a word is asked him by either party about the ballot-box and returns from this or any other poll in the parish; nor is he asked what he did with the duplicate return from Ward No. 1, which was left in his possession by Spann at the time the ballot-box and election-papers were deposited in the office. The failure to interrogate Anderson as to when or where or for what reason Jackson, the clerk, gave him the paper which he produced on his examination as the duplicate return of Ward No. 1, or to interrogate Jackson as to what became of the return from said ward left in his possession by Spann, or of the ballot-box and election-papers which Spann says he and Jackson together deposited in Jackson's office, is exceedingly strange.

But we must proceed as best we can by the light given. The paper produced by Anderson seems on its face to be in due and proper form as a return. The names of the persons voted for, the number of votes received by each, the position for which each was supported, the whole number of votes cast, the number rejected, and the reasons given therefor, are all stated, and, as before shown, the paper duly signed and sworn to by the three commissioners. The depositions of Spann, Rhodes, and Jackson, the commissioners, are taken, the paper produced by Anderson exhibited to them, and they all swear positively that the paper shown them is the original of one of the duplicate returns made out and sworn to by them after the election, and that it contains a true statement of the result of that election.

The question arises, can this paper be received and treated as a legal return of the election held at this ward on the facts disclosed in the

record, some of which have been already adverted to, and some of which will be noticed hereafter?

If we assume, according to the statement of Spann, that the ballot-box and election-papers were properly deposited in the office of the clerk, it would seem a hardship to make the candidates for office suffer the consequences of a loss by fraud, in which they had no agency, and for which they are not, therefore, responsible. On the other hand, it might appear dangerous to allow a paper to stand as a valid return which comes from the pocket of a party not entitled to its custody, his possession of it unexplained, and the paper unaccompanied by its legal companions, the ballots, tally-sheets, &c., and no account given of their whereabouts, or how they happened to disappear entirely, while the returns are permitted to see the light when an election-contest comes up. The law, as before shown, requires that after the ballots are counted they shall be replaced in the box, and the returns and the ballot-box shall be deposited in the clerk's office. By the ballots the truth of the returns can be tested and their correctness verified. A paper purporting to be the returns comes to light unexpectedly from a depository unauthorized by law, but the written evidence provided by law to test its accuracy, in case of a dispute or a contest, is missing. But there are other infirmative considerations which enter into the question as to whether this paper shall be received and treated as a legal return.

Burton, the ex-sheriff of Carroll Parish, swears that he detected David Jackson, the commissioner who received the ballots from the voters on the day of election, changing the votes handed him by the electors for others which he put into the box instead of the ballots of the voters. He says he charged him with it and complained to him of its unfairness. "He (Jackson) tried to bluff me out of it, but I showed him the tickets he had dropped lying on the floor." On cross-examination, Burton says he could not swear to more than one ticket, which he saw Jackson change, but there was another on the floor in the same position, but he does not know that this one was changed. Jackson is not recalled, nor did contestee offer to recall him to deny this statement.

Cæsar Jones and Noah Lane both swear that they saw Jackson hand greenbacks out at the window to voters. Lane says he saw him do it several times. Jones says he saw him pass money out to voters several times with their registration tickets as they were returned. Jackson denies having handed out any money to voters, and swears he would not believe Cæsar Jones on oath. But J. C. Purdy, a merchant of Providence, Carroll Parish, on being asked whether he knew Cæsar Jones, and what his character is, replies, "Yes; I know him well, and have known him well for seven years. I consider him as honest a man as there is in the parish, and a truthful man." Andrew Cunningham also sustains the good character of Cæsar Jones. Burton stands unimpeached; so does Lane and so does Johnson, except by the testimony of Jackson, to whose corrupt conduct Johnson had testified. If the wrong-doer or criminal can elude detection or punishment by swearing that he would not believe the witness who inculpates him, on oath, the way of escape would be made easy.

It is true the other two commissioners and some of the bystanders swear that the election was fair and free from fraud; but none of them are asked and none of them speak of or deny the specific facts testified to by Johnson, Lane, and Burton—except Spann says he does not recollect hearing Burton make any charge of unfairness while the voting was in progress, but that Burton complained of being defrauded of a

few votes when the counting was going on. So far as the testimony of bystanders to the fairness and freedom from fraud of the election is concerned, it will be seen hereafter that it was conducted in a manner not very favorable for the detection on the part of spectators of any fraud that a commissioner might see fit to perpetrate. Furthermore, in reference to this man Jackson, it is incredible that all the returns and ballot-boxes from the entire parish of Carroll could have disappeared without his knowledge or connivance. We cannot suppose that all the commissioners in the entire parish failed, in total disregard of the law, to carry the 25 ballot-boxes and returns to the office of the clerk. He was the clerk. He fails to state in his testimony anything whatever about the ballot-boxes or returns from the different wards which the law required to be deposited in his office; and the returns from Ward No. 1, which is proven to have been in his custody, he is proven to have given to a party not entitled to its custody. Under these circumstances his name can add no validity to any returns on which it may be found, but stands dishonored. McCrary, in his Law of Elections, says, (section 441,) "If, for example, an election-officer, having charge of a ballot-box prior to or during its canvass, is caught in the act of abstracting certain ballots and substituting others, although the number shown to have been abstracted be not sufficient to change the result, *yet no confidence can be placed in the contents of a ballot-box which has been in his custody.*" It may be said that the names of the other two commissioners being to the return makes it sufficient and valid as a return. It is true, as a general rule, when the law requires a certificate to be made by a board of officers composed of three or more persons, it is sufficient, if a majority of such board join in the certificate; but this rule was never intended to be applied, nor could it be properly applied, to a case where one of them had been guilty of fraudulent acts. Who can tell how far the fraudulent acts of Jackson entered into that election? It is impossible to tell; just as impossible as it would be, if poison were dropped into a basin of water, to select the drops infected from those that remained pure. The good faith of the other two commissioners cannot purge the ballot-box of Jackson's fraud. It is for this reason that the law holds, and wisely and justly holds, that fraud vitiates everything into which it enters. It is for this reason that McCrary says that no confidence can be placed in the contents of a ballot-box which has been in the custody of an officer detected in the perpetration of a deliberate fraud. This position is strengthened in this case from the fact that the ballot-box, for a great portion of the day, was placed in a room through the window of which the votes were received. This window was six feet from the ground. The weight of proof shows that the voter could not see what became of his ballot when he reached it up to the window to the commissioner with his hand or on the end of a stick, nor could the commissioners see the voter. The law required that the commissioner should put the ballot in the box in plain view of the voter. The object of this provision was to prevent just such fraud as Jackson was detected in perpetrating. The law further gives the voter the right to deposit his ballot in the box with his own hand. This box was placed beyond his reach, and he was practically denied thereby this right. The law not only contemplated that the voter should see the commissioner, and what he did with the ballot when handed to him, but that the commissioner should see the voter in order to prevent another species of fraud which is shown to have been practiced at this box. Burton says he saw one Cain Sartain, a candidate for the legislature, hand up four or five ballots to the commissioner. He spoke to Sartain about it, when he claimed that he

handed the ballots up at the request of voters, and said he could produce the men who had requested him to hand up their votes, and went off as if in search of them, but did not return. Sartain is not introduced to contradict this statement of Burton. It is very clear, if commissioners are allowed to hold an election out of sight of the voters, that such frauds could be perpetrated to any extent. One man might obtain the proxy of fifty and put fifty ballots in the box without the knowledge of commissioners who were situated where they could not see him. Upon the whole, we conclude that the paper produced by Anderson cannot be received as a valid return, and therefore reject it as such. There being no proof aliunde of the vote at this poll, it must be excluded.

Second ward.

No return whatever seems to have been made from this poll. W. W. Benham, one of the commissioners, swears that the return was made out, duly signed, and sworn to by the commissioners. Mr. Montgomery, another commissioner, swears that he signed and swore to the poll-list, but did not sign or swear to any returns at all. Murray, the other commissioner, does not testify at all. What purported to be returns from this poll was placed before the State returning-board at New Orleans, are duly signed and sworn to by the commissioners. Montgomery says his name to said returns is a forgery, as he never signed any. Lackey, the parish supervisor of registration, says that said returns were not placed before said board by him or by his authority. Benham admits that he delivered said returns to the State board. He was the clerk of Lackey, the supervisor, and is clearly the author of the forged returns which were sent to the State board. The evidence leaves no doubt that all the commissioners at this poll failed to sign any returns at all. "If the proper officers omit altogether to sign a return, though it may be otherwise formal, it is void and proves nothing." (McCrary on Elections, sec. 274, sec. 174; Chrisman *vs.* Anderson, 1 Bartlett, 328; Adams *vs.* Barnes, 2 Bartlett, 760.) The result of the election at this ward must then be sought from other sources than the returns.

The poll-list was duly signed and sworn to by the commissioners. It therefore furnished the names of the voters, and their depositions could have been taken to show how each man voted. But not a single voter is called to prove for whom he voted. Benham, the author of the forged returns that were placed before the State board, swears that "upon summing up the tally-sheets on the congressional vote, there was found to be three or four votes less on the congressional vote than the number of votes shown by the list. The vote for Spencer was either forty-nine or fifty, and the balance of the vote, less the three or four who did not vote for Congress, was the vote received by Frank Morey, six hundred and sixty or six hundred and sixty-one." Benham called the votes from the tickets from which the tally-sheets were kept. He says, "Blount, the democratic United States supervisor of election, stood over the ballot-box with me and saw by the tickets as I held them in my hand that they were called just as they were printed or written." Blount says the statement of Benham is not correct. He says, "I was absent about half an hour of the time on Tuesday morning. When we first commenced counting the votes I watched it very closely for an hour or two; afterwards I remained in the room, but did not all the time inspect the votes as they were called." He says he does not know whether Benham called the votes correctly or not. Blount further says he was not permitted to see the tally-sheets, votes, or returns of Carroll Parish; that

he waited around the office of the supervisor of registration and asked many times to see them, but did not succeed in getting to see them at all. He says he saw the tally-sheets of Ward No. 2, on Tuesday night, after the votes in the box were called; and figured out from them sixty-five votes for Spencer, but says he thinks from the list of voters and his knowledge of the persons voting that Spencer got more than sixty-five votes.

W. B. Dickey says he thinks the entire number of votes cast at this poll was 719. Spencer received 49, and Morey 664 or 665. Benham says there were 713 votes cast in all, as shown by the list of voters. B. H. Lanier says, according to the best of his recollection, the entire vote for congressional candidate was something over seven hundred. He *thinks* Spencer received forty-eight, forty-nine, or fifty votes, and Morey the balance of the total vote.

Montgomery, one of the commissioners, does not remember, and does not undertake to state the number of votes received by either Spencer or Morey. The above is all the evidence to show the result of the election at this poll. Although not differing very widely in their figures, no two of the witnesses agree as to the number of votes cast or the number received by each candidate. The uncertain memory of two or three witnesses as to the result of an election six months after it took place cannot be permitted to take the place of the testimony of the voters themselves, and in this case, to the frailty of memory are added the uncertainty and unreliability of the source from which the facts to be remembered were derived. Montgomery says W. B. Dickey, M. A. Sweet, J. D. Therrell, and S. T. Austin kept the tally-list, by consent and request of the commissioners, alternately, while keeping the lists to relieve each other. The habit of officers of election in calling in unsworn by-standers to keep tally-lists, and thus virtually to count the vote, has been already alluded to and animadverted upon in considering the vote at poll 5, Concordia Parish, and need not be here repeated. Benham, who is contradicted in several essential particulars in the testimony given in this cause, and who is shown to be the author of the forged returns that were delivered to the State board, occupied the important position of calling out the votes from the tickets to unsworn tally-keepers, and it is from this source that Dickey and other witnesses, who speak of the result of the election, get their information. There are other objections made to the vote at this poll, but as enough has already been stated to show that there are no reliable data from which the result can be ascertained, it is deemed unnecessary to further prolong the examination. The vote cannot therefore be counted.

Third ward.

This poll is also without any returns. It seems from the testimony of R. K. Anderson that the returns were not made in duplicate at this poll, but only one set was made out, which was delivered to the supervisor of registration, at Providence, the parish-site. What became of the returns afterward is not disclosed. He says his recollection is there were 550 votes cast in all; 7 were cast for Spencer, two blanks as to members of Congress, and the balance for Morey. This witness Anderson is the same individual who produced from his pocket what purported to be the returns from Ward No. 1 of Carroll Parish, and whose testimony is referred to in that portion of this report relating to Ward No. 1. The deposition of Dubb Anderson, another commissioner, is not taken. R. K. Anderson says the election at this poll was peace-

able and fair, and generally conceded by both parties to be so. P. Jones York says the election was peaceable and orderly, and as fair an election as he ever saw; does not recollect the exact number of votes cast, but there were between five and six hundred cast; says they were nearly all cast for Morey, and Spencer got only a part of the democratic votes cast. This witness does not undertake to state more definitely the result. John Scott, another witness for contestee, was asked if the election was not conducted fairly at this poll; he answers, "it was; all but two things which I did not think was right, to wit, that the tickets of some of our men, the Gla men, were taken away from them and torn up by the Benham men; and Captain Anderson, one of the commissioners, opened the tickets and looked at them before putting them in the box, sometimes pushing them in the box with the ink end, and sometimes with the other end of his pen." Says there were two factions of the republican party, the Gla and Benham factions. Says he believes most of both factions supported Morey.

R. M. Bagley, another witness for contestee, and one of the commissioners at this poll, says the election was conducted very loosely; that the law in many instances was not complied with; that there were many charges of unfairness which he, as a commissioner, attempted to correct, but was overruled; there was some disturbance between contending parties, especially among the constables, who were very partisan, all belonging to the same side; candidates were allowed to keep the tally-sheets; but he says the tally-sheet which he, witness, kept was the one from which the return was made up; says parties were allowed to vote who were under age, and others who had not proper registration certificates; saw one man have nearly all his clothes torn off by parties endeavoring to get him to vote as they wished. The man afterwards told witness he would have voted differently, but was afraid. Witness says he saw in the office of the State returning-board his name to what purported to be returns of poll No. 3 of Carroll Parish, and his signature thereto was a forgery; says he does not remember the vote of Morey and Spencer well enough to swear to it. Witness is asked if he did not make affidavit, which affidavit was before the State returning-board, in which he stated the exact number of votes given for Morey and Spencer at poll No. 3; says he knows he made an affidavit before the returning-board, and thinks, though he is not positive, that he stated therein the vote for Morey and Spencer; that his statement in that affidavit, whatever it was, is correct. An affidavit made by Bagley before the clerk of third district court of New Orleans is given at pages 76-7 of the record, in which he swears that on the 23th November, 1874, (the affidavit bearing the same date,) he was present before the State returning-board, and saw his name to what purported to be a return of the election of poll No. 3 of Carroll Parish, and his signature thereto is a forgery. This affidavit contains no statement of the vote of Morey and Spencer.

Mr. Aroyo, in the protest which he filed to the action of the returning-board in receiving the returns from Carroll Parish, recites that R. M. Bagley made an affidavit before the returning-board that Morey received 510 votes, and Spencer 7. Mr. Aroyo in his deposition says that Spencer, Montgomery, and Bagley read affidavits before the board, stating the number of votes cast in their respective polls, and if there was any other statement it was false, and their signatures thereto forgeries. F. C. Zacherie also says that the above three commissioners made affidavits, swearing that "such and such results had been the issue of the election held at their polls."

Now, it will be seen that R. K. Anderson is the only witness who

undertakes to state the result of the vote at this poll. He says his recollection is there were 550 votes cast in all; says he speaks *from memory* as to the total vote cast, but is positive as to Spencer having received only 7 votes; that there were two blanks, and that Morey received the balance. If he does not speak from memory also in regard to the vote of Spencer and Morey, he fails to disclose what other means he had of knowing it.

Bagley does not know whether he stated the number of votes for Spencer and Morey or not in his affidavit before the board. Aroyo in his protest says he did; and Zacherie says the three commissioners—Spann, Montgomery, and Bagley—made affidavits, stating its result at their respective polls, but he does not give what their affidavits stated the results to be. If Bagley made such an affidavit at all—which is not free from doubt—certainly the affidavit itself is the best and most reliable evidence of what it contains, and not Mr. Aroyo's recollection of its contents. No such affidavit is produced, and no reason given for its non-production. Being *ex parte*, it is by no means certain that it could be looked to by the committee as evidence in this case. But taking the statement of Aroyo as to the contents of the affidavit, to wit, that Morey received 510 votes and Spencer 7, let us see how this agrees with the recollection of Anderson as to the vote received by Morey and Spencer at this poll. He says there were, according to his recollection, 550 votes cast in all. Of this number Spencer received 7; there were two blanks, and Morey received the balance. This would give Morey 541 votes—31 votes more than, according to Aroyo, Bagley's affidavit before the returning-board gave him. This illustrates the danger of accepting the uncertain recollection of witnesses as to the result of an election months after it has transpired, when the voters themselves could have been called to testify and show the result with certainty. The committee do not hold that the testimony of the voters is the only evidence of the result of an election in the absence of returns, but decide that the testimony adduced in this case to show the vote at Ward No. 3 is insufficient for that purpose, and that the vote there, therefore, and perhaps for other reasons also, cannot be counted.

Fourth ward.

Some objections were made to the entire correctness of the returns on file in the returning-board as to this ward, but as they have not been seriously pressed in argument, and as the result cannot be changed by this vote, we deem it unnecessary to encumber this report with a discussion of the points made, and therefore count the vote as stated in the returns, which give Morey 167 and Spencer 74 votes.

Fifth ward.

There seems to be no evidence impeaching the return at this ward, which gives Spencer 108 and Morey 96 votes.

STATEMENT OF THE RESULT.

We have already seen that, excluding the contested territory, Spencer had, by agreement of the parties, a majority of 1,396. The Fifth ward of Concordia Parish, and the First, Second, and Third wards of Carroll Parish, being excluded by this report, that majority still stands, to be affected only by the vote at the Fourth and Fifth wards of Car-

roll Parish. Adding to the majority (1,396) with which Spencer entered the contested territory, the majority of 12, which he received at the Fifth ward, would make his majority 1,408, from which is to be deducted 93 votes, the majority received by Morey at the Fourth ward, thus electing Spencer by a majority of 1,315 votes.

The committee, therefore, recommend the adoption of the following resolutions :

Resolved, That Frank Morey was not elected and is not entitled to a seat in the House of Representatives of the Forty-fourth Congress from the fifth district of Louisiana.

Resolved, That Wm. B. Spencer was elected and is entitled to a seat in the House of Representatives of the Forty-fourth Congress from the fifth district of Louisiana.

JNO. F. HOUSE.
GEO. M. BEEBE.
JOHN T. HARRIS
CHARLES P. THOMPSON.
JO. C. S. BLACKBURN.
E. F. POPPLETON.
R. A. DEBOLT.

VIEWS OF THE MINORITY.

Mr. G. WILEY WELLS, from the Committee on Elections, submitted the following as the views of the minority:

The undersigned, a minority of the Committee on Elections in the case of William B. Spencer, contesting the seat now held by Frank Morey, of the State of Louisiana, respectfully report:

That upon an examination of the evidence in this case we find that the contest between contestant and contestee is narrowed down to two single parishes in the fifth congressional district, viz:

Concordia Parish, poll 5, and—
Carroll Parish entire.

We are, therefore, relieved from any investigation outside of these two parishes. We find that the fifth district is composed of fourteen parishes. The vote, by majorities, outside of these two parishes, as conceded by contestant and contestee, is as follows:

Majority for Spencer in—

Caldwell Parish	139
Catahoula	96
Claiborne	712
Franklin	405
Jackson	440
Lincoln	389
Richland	293
Union	716
Tensas	754

Which gives Spencer a total majority, as conceded, of..... 3,944

It is further conceded that Morey's majority in Madison Parish is. 560

Morehouse Parish..... 337

Ouichita 943

1,840

To which must be added Concordia Parish..... 708

Which is the majority conceded by Spencer, but which, on the count, excludes poll 5 of Concordia Parish, which gives Morey a conceded majority of 2,548

Take from the majority conceded Spencer, viz, 3,944, the total majority conceded Morey, viz, 2,548, and it will leave a majority for Spencer of 1,396.

This leaves for the committee outside, as before stated, to decide what vote was polled at the fifth poll, Vaucluse, in Concordia Parish, and what vote was polled in Carroll Parish, and whether they shall be

counted or rejected In examining the case, and discussing the same, we shall proceed in the order in which the counsel presented the same to the committee, and therefore first consider the fifth poll, Vaucluse, Concordia Parish.

The grounds claimed by contestant, in his notice, for excluding the fifth poll of Concordia Parish, are: "The election-laws of Louisiana require that the ballot-boxes shall be opened at the polling-place as soon as the voting is over, in presence of the public, and the votes counted publicly, and returns made within twenty-four hours after the closing of the polls. At said fifth poll the commissioners of election refused to open and count the votes at the polling-place, but on the contrary, they took the ballot-box late at night and carried it away to Vidalia, a distance of fifteen miles, and went into a private apartment and counted the votes, out of the presence of the public, and made no returns thereof for two days after the election, all of which constitutes presumptive evidence of fraud and wrong."

The contestee, in his answer, claims "That he received the number of votes and the majority of votes which, by the returns of the commissioners of election of poll 5, parish of Concordia, and by the returns of the board of returning-officers of the election, [he] is credited with having received. * * * * * And, further, [he] claims that whatever may have been *informal* and *irregular* in the instances specified in [Spencer's] notice relative to the matter of registration and the conduct of the election held November 2, 1874, in the district aforesaid, such informalities or irregularities were not in [his] interest, but adverse, and they were not of a character to vitiate the election, nor to prevent a fair election; nor did they materially and injuriously affect the number of votes received by contestant, nor lead to a larger count of votes for [him] than [he] received and was entitled to be credited with; and all of which facts he alleges are susceptible of proof."

We find that all the evidence adduced by contestant and contestee in reference to poll 5, Concordia Parish, is found on pages 25 and 27 of record, and is as follows:

As to fifth poll, Parish of Concordia, we give *all* the testimony taken relating thereto:

Testimony of John F. Dameron. (P. 25.)

JOHN F. DAMERON, sworn for both parties, says:

At the general election held on 2d November, 1874, I was at the Vaucluse poll Fifth ward, Concordia Parish, and acting at said poll as a commissioner of election. Robert H. Columbus and Thomas E. D. Jefferson were the other two commissioners at said poll, and William C. Yarger United States supervisor at that poll. When the polls were closed on that day, between 6 and 7 o'clock p. m., *the box was locked; I took the key in my possession, giving the box to Robert H. Columbus.* We started for Vidalia, the parish-seat of Concordia, distant about sixteen miles. Upon reaching the store of T. C. Witherspoon on the road to Vidalia, the suggestion was made that I should take the box and ride in a buggy from there to Vidalia, which suggestion I acceded to, and came on to Vidalia in company with Irvine in his buggy, one of the other commissioners riding in front and one in rear of the buggy on horseback. Coming on without any interruption, we reached Vidalia between 11 and 12 o'clock that night, and proceeded to the office of Burnett Hitchcock, tax-collector, up stairs in the court-house at Vidalia. We then and there opened the box, and proceeded to the counting of the votes, up to half past 2 o'clock a. m. of the 3d of November. *When we closed the box, I locked it, and gave the key to Thomas H. Columbus, taking the box with me, in company with William C. Yarger, United States supervisor, to the hotel in Vidalia.* Putting the box under my bed in the room of the hotel, we went to sleep and slept till about 7½ or 8 o'clock in the morning. We then got up to breakfast, I taking the box with me to the table. After finishing breakfast, we went to the court-house, to Mr. Hitchcock's room again. Opening the box, we proceeded again to count the votes. After thus counting some time in Mr. Hitchcock's room, we closed the box and moved down stairs into the court-room, where we proceeded until the count was completed. *The reason we did not go to the court-room at first was that, on arriving at Vidalia, we found the court-room occupied by the commission-*

ers of the Vidalia ward or precinct. We completed our returns on the night of the 3d November, between 10 and 11 o'clock, and made our returns to supervisor of the parish on the next day, 4th November, between 12 m. and 1 o'clock p. m. In counting the votes the tally-lists were kept by different persons, part of the time by Mr. Connell, part of the time by Mr. Joyce, and part of the time by Mr. Nutt. The tally-lists were kept under the direction and supervision of the commissioners. There were in said box and returned by said commissioners 441 votes for Frank Morey for member of Congress for fifth district and 37 votes for William B. Spencer for member of Congress for fifth district of Louisiana.

During the night of 2d November, when we were counting the votes in Mr. Hitchcock's room, there were present, besides the commissioners, several persons, among whom was a candidate for police juror and a candidate for magistrate of the Fifth ward. Mr. Hitchcock's office was considered a public office, and any person during the time we were counting was privileged to come in. It was not a public office except for purposes of tax-collecting; and Mr. Ault, the deputy collector, gave us permission to use it. *When I went to my meals during the time of counting, I left the court-room in charge of Mr. Columbus, one of the commissioners, and took the key myself, and when he went to his meals, he took the key and left me in charge of the box.* The other commissioners did not take their meals at the same house with me, they being colored men. *I am neither a democrat nor a republican, but am an old-line whig.* The other two commissioners were republicans. *I was considered to be a republican.* The labor of counting the votes was very considerable, as it was a general election and quite a number of candidates voted for. I only heard two candidates make objection to our mode and manner of counting. No objection by anybody else was made to me. The votes cast at this Fifth-ward box were counted and returned by the supervisor, as between all the candidates at said election. I don't think the tally-lists were very regularly kept, as we had no regular tally-keepers, and had to pick them up as we could get them. I believe the tally-lists were kept as correctly as they could have been kept under the circumstances.

I omitted in commencing my statement to mention the circumstances under which the box was removed from the polling-place and the vote not there counted. When the polls closed, the other two commissioners refused to open and count the votes at the polls, *they saying that the box ought to be taken to Vidalia and the votes counted there. Not having the book of instructions for holding the elections, I acquiesced in their wishes.* I will further state that the reason why we suspended the counting of the votes on the night of 2d November was that the commissioners were tired and very much exhausted by the labors of the day and the long ride that night. I voted at said election for Morey for treasurer, Spencer for Congress, and some republicans for other offices. *Said election was free and fair.*

JNO. F. DAMERON.

Sworn to and subscribed before me at Vidalia, this 6th March, 1875.

J. R. MENG,
Parish Judge.

TESTIMONY FOR CONTESTANT.

Testimony of William C. Yeager.

WILLIAM C. YEAGER, sworn for plaintiff, says:

I was United States supervisor on 2d November, 1874, at Fifth-ward box in Concordia Parish. *I have carefully read the testimony of John F. Dameron, this day taken and hereinbefore written, and I fully confirm the same, as containing a true and correct statement of the facts relative to the matters stated therein.* As United States supervisor aforesaid, I made a report setting forth in substance the same facts to F. A. Woolfley, United States supervisor for the State of Louisiana, immediately after said election.

W. C. YEAGER.

Sworn to and subscribed before me at Vidalia, La., this 25th March, 1875.

J. S. MENG,
Parish Judge.

TESTIMONY FOR CONTESTEE.

Testimony of R. H. Columbus.

ROBERT H. COLUMBUS, sworn for defendant, says:

I have carefully examined the testimony of John F. Dameron, taken this day in this cause, and hereinbefore written, and I fully confirm his statement of the facts relative to the election at Fifth-ward poll of Concordia on 2d November, 1874, *with the following exception: I made no objection to the opening and counting of the votes at the polls. Said election was free and fair.*

R. H. COLUMBUS.

Sworn to and subscribed before me this 26th March, 1875, at Vidalia, La.

J. S. MENG,
Parish Judge.

Testimony of Thomas E. D. Jefferson.

THOMAS]E. D. JEFFERSON, sworn for defendant, says:

I have carefully examined the testimony of John F. Dameron, taken this day in this cause, and hereinbefore written, and I fully confirm his statement of the facts relative to the election at Fifth-ward poll, Concordia Parish, on 2d November, 1874, with the following qualification and exception, to wit: *I made no objection to opening and counting the votes at the polls, but stated I had served as commissioner of election before, and always took the boxes to Vidalia to count them; and we had no instruction-book to guide us, and I did not know what else to do, believing that to be the law.* I had left the instruction-book at home, having forgotten to take it with me. *The election on that day was free and fair.*

THOS. E. D. JEFFERSON.

Sworn to and subscribed before me at Vidalia, this 24th ———, 1875.

J. S. MENG,
Parish Judge.

Upon an examination and analysis of this evidence, we find that there is no evidence of fraud or irregularity as to the votes polled at this poll, or as to the conduct of the officers at said polls up to the time of closing the poll, at 6 or 7 o'clock, which would in any way taint it by misconduct or irregularities. But, on the contrary, all the witnesses swear positively that the election was free and fair, and honestly conducted. Nor was it urged by contestant that any suspicion attached to this poll up to the hour of closing the same. It is, however, urged by contestant that the removal of the box from the voting-place, before the counting of the ballots and the making out of the returns, is sufficient to cause this poll to be excluded or rejected. The evidence establishes the fact, as claimed by contestant in his notice, that the boxes were removed from Vaucluse to Vidalia, the parish-seat of Concordia Parish. The evidence shows that, when the polls were closed, the box was locked, the key given into the possession of the commissioner, who was not a republican, and who was a friend of contestant, and voted for him; that the box was placed in the custody of one of the other commissioners, (Mr. Columbus,) and, in company with the third commissioner, the commissioners started, with the box and ballots, to Vidalia, the parish-seat. On their reaching a store on the route to Vidalia, the suggestion was made that Dameron, Spencer's friend, should take the box and ride in the buggy, with a Mr. Irvine, to Vidalia. Whether Dameron retained the key or not is left to conjecture. There is no evidence whether he retained it or whether he exchanged the key with Columbus for the box. However, this is immaterial, for the reason that Dameron was contestant's friend, and would have no interest in changing or altering the vote or perpetrating a fraud, excepting in the interest of contestant. Neither has contestant charged, or attempted to prove, that Dameron was in any way guilty of any fraud in connection with the ballots. After Dameron had taken the box into the buggy from the other commissioner, Mr. Columbus, who was on horseback, they then proceeded to Vidalia, the parish-seat, and, in a public office, in presence of whoever might desire to observe the counting, proceeded to count the ballots. The evidence shows that the box was removed under a misapprehension of law. Dameron says that the other commissioners refused to open and count the votes at the polls, they saying that the box should be taken to Vidalia, and the votes counted there. Both of the commissioners contradicted this statement of Dameron. Jefferson says that he made no objection to opening and counting the votes at the polls, but stated that he had served as commissioner of election before, and that he always took the boxes to Vidalia to count the ballots; that he had no book of instructions to guide him, and did not know what else to do, believing that to be

the law. This evidently was concurred in by Dameron, Jefferson, and Columbus, and no other presumption can arise out of this evidence than that they supposed and believed the law required them to go to Vidalia, the parish-seat, and there count the votes, and that this was done by them in order to conform with the law, as they supposed it to be, and not with the intent to commit fraud in connection with the election; especially when we understand that the election laws of Louisiana, in force at the last election prior to this one, and for some time prior thereto, provided that "at the conclusion of the election, at each poll, the boxes containing the ballots shall be securely locked and sealed, and taken immediately by the commissioners of election to the parish-seat, where they shall be counted out by the said commissioners, in the presence of the supervisors of registration and election of the parish." It certainly would be a violent presumption to presume anything else than this from the evidence before us. There is not a scintilla of evidence proving fraud of any kind, nor is any attempt made to prove fraud by contestant, nor was it urged in argument that any fraud was committed; but it was urged that the mere fact of removing the box gave an opportunity for fraud.

The evidence shows that the box was never out of the hands of the lawful custodians until the votes were counted and the returns made. Until the contestant proves some act showing fraud on the part of the commissioners, or some one of them, or some act from which fraud will be presumed, the law is that their acts must be taken as having been honestly performed. The legal presumption is against fraud on the part of the officers of election, and that nothing but the most unequivocal proof can destroy the credit of official returns. (See *Goggin vs. Gilmore*, 1 Bart., 70; *Little vs. Robbins*, same, p. 130.) The burden of proof is upon contestant to prove the fraud. We do not deem it necessary to cite authorities to establish this legal proposition. We conclude therefore that, as there is no evidence proving fraud, or any evidence from which fraud can be presumed in connection with this box, the committee will not, in the absence of such proof, conclude that because there was an opportunity for fraud that therefore fraud was committed. Certainly, this would be a monstrous violation of the legal presumption in regard to legal acts, viz, that all persons are presumed innocent until proven guilty; that officers are presumed to have performed their duties, and to have performed them honestly, and that the mere opportunity to commit a crime, in the absence of other evidence, will not be taken as a presumption to establish the fact that a person committed the crime. The evidence regarding this box, taken all together, does not even raise the presumption of fraud.

It is further urged by contestant, however, that the fact that the tally-keepers were not sworn officers throws suspicion upon the count. All the evidence on this subject is as follows: Dameron says, "I do not think the tally-lists were very *regularly* kept, as we had no regular tally-keepers, and had to take them about as we could get them. I believe the tally-lists were kept as correctly as they could have been kept under the circumstances." It cannot be urged that this statement would throw suspicion upon or impeach the returns, for Dameron swears that they proceeded to make out the returns and tally-lists in accordance with law. The law of Louisiana requires that the election-returns shall be sworn to by the commissioners, and Dameron and the other commissioners took and subscribed to the following oath: "Personally appeared before me, the undersigned authority, duly appointed and qualified, commissioners of election of poll No. —, election precinct of the parish of —, for the

general election held November 2, 1874, who, being duly sworn, depose and say that they received the ballots cast at the said poll of the said precinct, and that the above is a true return of the vote cast at the said poll on the said day." It is not presumed that Mr. Dameron would be willing to swear and subscribe to that which was untrue. And it is a conclusive legal presumption that he was satisfied at the time when the return was made that it contained a correct statement, as he swore. Nor does Mr. Dameron swear that the return is not correct, nor is there any evidence tending to disprove the return. The return, therefore, stands, taking all the evidence in regard to it, as unimpeached. The law is well established, and this House has repeatedly held, that the introduction of persons who were not sworn to assist in holding the election will not, of itself, vitiate the return of the officers, without evidence of fraud. (*Eggleston vs. Strader*, 2 Bart., 897.) The evidence in this case proves that all the officers were regularly appointed and sworn, but that the commissioners requested some by-standers to assist in keeping tally-lists while counting the vote. It cannot be maintained for one moment that, in the absence of any proof of fraud or irregularities, the legal returns should be rejected for this reason. There remains but one other ground that can be urged against the receiving and counting of these returns from this box, viz, the removing of the box from the poll before the vote was counted. Taking the evidence altogether we are of the opinion that it establishes only an irregularity, and the only question to be determined in regard to this poll is, whether the ballots cast at this poll shall be thrown out on account of the votes not having been counted at the poll before it was removed. The election law of Louisiana, in force at this election, section 43, is as follows :

SECTION 1. *Be it enacted by the senate and house of representatives of the State of Louisiana in general assembly convened,* That all elections for State, parish, and judicial officers; members of the general assembly, and for members of Congress, shall be held on the first Monday in November; and said election shall be styled the general elections. They shall be held in the manner and form and subject to the regulations hereinafter prescribed, and no other.

SEC. 43. *Be it further enacted, &c.,* That immediately upon the close of the polls on the day of election, the commissioners of the election at each poll or voting-place shall proceed to count the votes, as provided in section thirteen of this act, and after they shall have so counted the votes and made a list of the names of all the persons voted for, and the offices for which they were voted for, and the number of votes received by each, the number of ballots contained in the box, and the number rejected, and the reasons therefor, duplicates of such lists shall be made out, signed, and sworn to by the commissioners of election of each poll, and such duplicate lists shall be delivered, one to the supervisor of registration of the parish, and one to the clerk of the district court of the parish, and in the parish of Orleans to the secretary of state, by one or all such commissioners in person, within twenty-four hours after the closing of the polls. It shall be the duty of the supervisors of registration, within twenty-four hours after the receipt of all the returns for the different polling-places, to consolidate such returns to be certified as correct by the clerk of the district court, and forward the consolidated returns with the originals received by him to the returning-officers provided for in section two of this act, the said report and returns to be inclosed in an envelope of strong paper or cloth, securely sealed, and forwarded by mail. He shall forward a copy of any statement as to violence or disturbance, bribery or corruption, or other offenses specified in section twenty-six of this act, if any there be, together with all memoranda and tally-lists used in making the count and statement of the votes.

Section 13 is as follows :

SEC. 13. *Be it further enacted, &c.,* That it shall be the duty of the commissioners of election at each poll or voting-place to keep a list of the names of the persons voting at such poll or voting-place, which list shall be numbered from one to the end; and said list of voters, with their names and numbers as aforesaid, shall be signed and sworn to as correct by the commissioners immediately on closing the polls, and before leaving the place, and before opening the box. If no judge, or justice of the peace, or other person authorized to administer such oath, be present to do so, it may be administered by any voter. The votes shall be counted by the commissioners at each voting-place immediately after closing the election

and without moving the boxes from the place where the votes were received, and the counting must be done in the presence of any by-stander or citizen who may be present. Tally-lists shall be kept of the count, and after the count the ballots counted shall be put back into the box and preserved until after the next term of the criminal or district court, as the case may be; and in the parishes, except Orleans, the commissioners of election, or any one of them selected for that purpose, shall carry the box and deliver it to the clerk of the district court, who shall preserve the same as above required; and in the parish of Orleans the box shall be delivered to the clerk of the first district court for the parish of Orleans, and be kept by him as above directed.

Is the failure of the commissioners to comply with this law sufficient to warrant the committee in throwing out the vote polled at this poll? This is the only question in regard to this box which remains to be answered. Starting out with the proposition that the State law in Federal elections is the rule adopted and governs Federal elections, and that the interpretations of the State laws by the supreme court of the State are taken as binding authority, we are first to notice the statute of the State where the election was held, next to ascertain whether there has been an adjudication by the supreme court of the State construing the provisions of the law providing the forms as to how the election shall be conducted, and whether the terms employed in such law are mandatory or directory. If the State courts have not adjudicated or construed these provisions of the law, then we understand the rule to be that the committee will determine for themselves whether such clauses of the law as regulate the manner of holding the elections are mandatory or directory. If, however, the question has been adjudicated, the committee will look no further than to the adjudication in order to ascertain the construction given to the State laws by the courts of the State. The question therefore arises, have the election laws of Louisiana been construed by the supreme court of the State? By examining the decision of the supreme court of the State of Louisiana, *Burton et al. vs. Hicks et al.*, page 156 record, we find that the supreme court of Louisiana has interpreted and construed the election laws governing this election. We quote the opinion in that case in full:

It has been often decided that the failure to comply with the *directory* clauses of an election-law will not annul an election. Courts cannot affix to the omission a consequence which the legislature has not affixed. (9 An., 577; 10 An., 732; act of 1873, p. 18.)

There is an essential difference between the act of voting and the police provisions to secure the evidence of the act. If the votes be deposited the object of the election is attained, and its validity cannot be affected by the non-observance of the directory provisions. (13 An., 301.) The act of 1873, No. 98, provides for the punishment or those who violate its provisions, and the criminal courts of the State have cognizance of such matters. The law does not authorize the election to be set aside, except for fraud, intimidation, violence, or corruption at or before the election, and then only when such fraud, violence, intimidation, &c., had the effect to change the result of the election.

"Errors of judgment are inevitable, but fraud, intimidation, and violence the law can and should protect against." (Cooley's Limitations, p. 621.) The same author says: "When an election is thus rendered irregular, whether the irregularity shall avoid it or not must depend generally upon the effect the irregularity may have had in *obstructing the complete expression of the popular will*, or the production of satisfactory evidence thereof. Election statutes are to be tested like other statutes, but with a leaning to liberality; in view of the great public purposes which they accomplish, and, except where they specifically provide that a thing shall be done in the manner indicated, and not otherwise, their provisions, designed merely for the information and guidance of the officers, must be regarded as directory only, and the election will not be defeated by a failure to comply with them, provided the irregularity has not hindered any who were entitled from exercising the right of suffrage, or rendered doubtful the evidences, from which the result was to be declared," (618;) and it was said in *People vs. Cook*, (14 Barb., 257, and 8 N. Y., 67,) "that any irregularity in conducting an election, which does not deprive a legal voter of his vote, or admit a disqualified voter to vote, or cast uncertainty on the result, and has not been occasioned by the agency of a party seeking to derive a benefit from it, should be overlooked in a proceeding to try the right to an office depending on such election. This rule is an eminently proper one, and it furnishes a very satisfactory test as to what is essential and what is not in election-laws.

And when a party contests an election on the ground of these or any similar irregularities, *he ought to aver and be able to show that the result was affected by them.*" (Cooley's C. Lim., p. 619; 13 An., 175.)

It will be observed that the supreme court of Louisiana have decided that the provisions in sections 1, 13, and 43, prescribing regulations as to the manner of conducting and holding an election, are directory. Even without the opinion of the supreme court, we are satisfied that the law in contested elections sustains us in asserting that these clauses are directory and not mandatory, and must be interpreted, in view of the evidence, as directory in this particular case, for the reason that the evidence does not tend to show that the actual merits of the election were affected by a non-compliance with their provisions.

McCrary, in his Election Law, says:

If the statute expressly declares any particular act to be essential to the validity of the election, or that its omission should render the election void, all the courts whose duty it is to enforce said statutes must so hold, whether the particular act in question goes to the merits or affects the result of the election or not. But if, as in most cases, the statute simply provides that acts or things shall be done within a particular time, or in a particular way, and does not declare that their performance is essential to the validity of the election, then they will be regarded as mandatory if they do, and directory if they do not, affect the actual results of the election. * * * Those provisions which affect the time and place of holding elections and the legal qualifications of the electors are generally of the substance of the election, while those touching the record and the returns of the votes received are directory. The principle is that irregularities which do not tend to affect the results, are not to defeat the will of the majority. The will of the majority is to be recognized even when irregularly expressed. (McCrary, 126-127.)

The same author says :

It is mainly with reference to these two results that the rules for conducting elections are prescribed by legislative power. To hold that these rules are mandatory is to subordinate the substance to the form, the end to the means. (P. 200.)

Further on the same author says :

Bear in mind that irregularities are generally to be disregarded, unless the statute expressly declares that they shall be fatal to the election, or unless they are such in themselves as to change or render doubtful the result. (P. 200.)

In the case of David Bard, (Hall and Clark, 116,) the committee held—

That even where the law required that the returns should be made on the 15th day of November, and the commissioners of election did not make the return until the 1st of May, then this irregularity would not defeat the election.

In the case of Biddle and Richard *vs.* Wing, (C. & H., 506,) the committee said :

When the people, in the exercise of their constitutional rights, have gone through the process of an election according to the prescribed rules of law, they ought not to be deprived of the advantage accruing therefrom but for the most substantial reasons. Indeed, nothing short of the impossibility of ascertaining for whom the majority of votes have been cast, ought to vacate the election.

Again, this House, in the case of Draper *vs.* Johnson, (C. & H., 703,) decided that—

The law requiring votes to be returned within a limited time is directory only, and if they are not returned by that time, the election is not vitiated. They may be received afterward.

Again, in the case of Mallory *vs.* Menall, (C. & H., 328,) where the presiding officer of the election, whose duty it was, by law, to return the votes sealed up, returned them unsealed, they were, in the absence of any evidence of fraud, allowed to be received. Also, that, "votes fairly given to a party may be counted in his favor though they have

never been returned to the proper authorities." To the same effect see Brightley's Election Cases, p. 571.

McCrary, sec. 305, says :

If the voice of the electors can be made to appear from the returns with reasonable clearness and certainty, then the election shall stand.

The burden of proof is upon the contestant that non-compliance in the particular above mentioned affected the actual merits of the election. This he has failed to do, and, guided by the principles of law governing election cases, the official returns on p. 130, record, Ex. 25, must be presumed to be honest and correct until the contrary is made to appear.

The burden of proof is always upon the contestant or the party attacking the official return or certificate. The presumption is that the officers of the law having charge have discharged their duty faithfully. (McCrary, 306.)

We therefore conclude that the return, which is as follows, should be counted :

EXHIBIT 25.—Statement of votes at poll No. 5, parish of Concordia.

Statement of votes cast at poll No. 5, of election-precinct No. 5, of the parish of Concordia, for members of Congress, State and parish officers, at the general election November 2, 1874, in accordance with law.

Names of persons voted for.	For office of—	Number of votes.
Frank Morey.....	Congress, fifth dist....	(440,) four hundred and forty.
F. Morey.....	Congress, fifth dist....	(1,) one.
W. B. Spencer.....	Congress, fifth dist....	(36,) thirty-six.
Wm. Spencer.....	Congress, fifth dist....	(1,) one.
A. B. Boner.....	Congress, fifth.....	(3,) three.

Statement of votes—Continued.

Number of ballots in box.	Number of ballots rejected.	Reasons for rejection of ballots.
(498,) four hundred and ninety-eight.	None.	

STATE LOUISIANA, Parish of Concordia :

Personally appeared before me, the undersigned authority, John F. Dameron, R. H. Columbus, and T. E. D. Jefferson, duly appointed and qualified commissioners of election of poll No. 5, election-precinct of the parish of Concordia, for the general election held November 2, 1874, who, being duly sworn, depose and say that they received the ballots cast at the said poll on the day above mentioned, that they have made a true and lawful count of said ballots, and that the foregoing is a true and correct statement of the votes cast at said poll on said day.

Sworn and subscribed to before me this 4th day of November, A. D. 1874.

JNO. A. WASHINGTON,
Supervisor of Registration.

JNO. F. DAMERON,
THOS. E. D. JEFFERSON,
R. H. COLUMBUS,

Commissioners of Election, Poll No. 5, Parish of ———.

OFFICE OF SECRETARY OF STATE,
New Orleans, La., April 5, 1875

I certify the foregoing to be a true copy of the original document filed in my office by the board of returning-officers of the State of Louisiana, in so far as it relates to Frank Morey, F. Morey, W. B. Spencer, Wm. Spencer, and A. B. Boner.

[SEAL]

N. DURAND,
Assistant Secretary of State.

This gives to Morey	441
Spencer	37
<hr/>	
Which gives Morey a majority of	404
Which added to majority stated	2, 548
<hr/>	
Gives Morey a majority of	2, 952
Which taken from Spencer's conceded majority of	3, 944
Would leave, exclusive of Carroll Parish, Spencer a majority of ..	992

Carroll Parish.

The first question that presents itself for decision in reference to this parish, is the objection found on page 31, to the admission of the record in the case of *Burton vs. Hicks*. We think it will need no argument to satisfy the committee that this evidence should be excluded. We are of the opinion that it should be excluded on the grounds assigned by contestee, that it is "*res inter alios acta*," p. 331, record.

The next matter to be considered is the objection found on page 8, record, made by contestee to the evidence offered by contestant, of Charles Cavanac and F. C. Zachary.

The objection is as follows in both cases :

" Objected to by Mr. Frank Morey, on the ground that Mr. Cavanac was in no way officially connected with the election in the fifth congressional district ; was not a member of the returning-board to whom the returns of election were returned ; is not a resident, and was not in the fifth congressional district during the time of election on the 2d day of November, 1874 ; has not had official charge or custody of any election-returns in the fifth congressional district ; and as I understand, has no evidence to give of his own knowledge as to what transpired at the election in the fifth congressional district on the 2d day of November, 1874."

The evidence given by both of these parties is entirely hearsay, and certainly is wholly incompetent, they not being officers of the returning-board, having no custody of any of the official papers or returns in connection with the election, and not having been present at any of the polls in Carroll Parish on the day of election, and possessing no knowledge of their own in regard to any fact connected with said election in Carroll Parish. We are of the opinion that the evidence should be excluded, and therefore sustain the objection made by the contestee.

The grounds upon which the contestant claims that the polls in this parish should be rejected are numerous, and he asks that the entire vote in this parish shall not be counted. The contestee denies each and every allegation contained in the contestant's notice, and asks that the vote in this parish shall be counted. The first question which arises is, was there a legal election held in this parish on November 2, 1874? In order to determine this question it will be but necessary to refer to the statute of Louisiana, No. 98, which provides that the election for members of Congress shall be held on the first Monday of November. That there was an election held in Carroll Parish, of the State of Louisiana, on the

first Monday of November, 1874, there can be no question. No evidence has been introduced to prove the contrary; but all the evidence introduced by the contestant and contestee proves that there was an election held on that day. There is no evidence to show but that all the officers of election were duly and regularly appointed in compliance with the law of the State of Louisiana, for Carroll Parish. All the evidence introduced by contestant and contestee proves that the officers in Carroll Parish were regularly appointed, the commissioners being taken from opposite political parties, and proceeded regularly to hold the election, and that at the election held on that day in Carroll Parish, at the various precincts thereof, the ballots were received and counted by the various commissioners at the respective polls, in accordance with law; that at the conclusion of said election the ballots so cast at the respective polls were counted out by the commissioners at the polling-places, without removing the boxes. Tally-lists were made and completed by or under the supervision and direction of the commissioners; that the returns of said election, with the tally-sheets, and in compliance with law, were thereupon made, and, as well as the lists of voters, were signed by the commissioners duly authorized to hold the election and sign said returns.

We therefore conclude that there was a legal and valid election held in Carroll Parish on November 2, 1874. The law of Louisiana provides that tally-lists shall be kept of the count, and after the count the ballots counted shall be put back into the box and preserved until after the next term of the criminal or district court, as the case may be; and the commissioners of election, or any one of them selected for that purpose, shall carry the box and deliver it to the clerk of the district court, who shall preserve the same as above required.

And contestant, in order to establish the fact that this law, which has been clearly shown to be directory, was not complied with, proves by one Galbraith, deputy clerk, that there were not, at the time said evidence was taken, April 27, 1875, on deposit in the office of the clerk, either the ballots or ballot-boxes, returns or other papers connected with the election held on November 2, 1874, in Carroll Parish. This is not denied by the evidence of contestee, and must be taken as admitted. Galbraith (and he is the only witness upon this point) also swears that no ballot-boxes, ballots, or returns have been deposited in the clerk's office since November 2, 1874, (p. 28, record.) By examining E. M. Spann's evidence, on page 45, record, you will find that he swears positively as follows:

Q. After the returns were made out what was done with them and the other papers pertaining to the election at that poll, and with the ballot-box containing the ballots cast at that poll?—A. David Jackson, another commissioner, and myself took them to Providence, the parish-site, and deposited them in the office of the clerk of the court, all except the returns, one copy of which was left with the clerk of the court and another given to the supervisor of registration of the parish.

Thus directly contradicting Galbraith in reference to the boxes not having been deposited in the clerk's office.

There is no evidence on the part of the contestant that the law was not fully complied with in the particular of depositing the ballot-boxes in the clerk's office, except that of Galbraith, who is contradicted in regard to it. When this evidence was taken a term of the district court had been held, as is shown by the following testimony of R. K. Anderson:

Q. Has or not a term of the district court been held in this parish since the election in November last?—A. There was a session commencing on the first Monday in December last, I think.

R. K. ANDERSON.

Sworn to and subscribed before me this 3d day of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

It is not surprising that there were no ballots to be found in the clerk's office cast at this election, since we find, by referring to Exhibit D, which is as follows:

EXHIBIT D.—CARROLL PARISH.—S DUNCAN GLENN, Notary Public.

ROOMS OF GRAND JURY,
Thursday, December 10, A. D. 1874.

To the Hon. Wade H. Hough, judge of the 13th district court of Louisiana, holding sessions in and for the parish of Carroll:

Your grand jurors, impaneled for the present term of your honorable court, beg leave to submit the following report:

Quite a number of irregularities are reported in the conduct of the recent election in this parish, but upon investigations we do not find them to be of such a character as require the action of the grand jury.

A. C. RHOTEN, Foreman.

OFFICE OF CLERK OF 13TH JUDICIAL DISTRICT COURT.

STATE OF LOUISIANA,
Parish of Carroll:

I hereby certify that the above and foregoing is a true and correct copy of the report of the grand jury so far as it appertains to the election held in this parish on the 2d day of November, A. D. 1874.

Given under my hand and seal of office this 6th day of May, A. D. 1875.

[SEAL.]

T. J. GALBRUIT, Deputy Clerk.

that an investigation had been had in regard to this election by the grand jury of Carroll Parish during the session of the district court in December, 1874. The evidence in this case was taken after the term of the district court had been held and the investigation had. There is no law compelling the retention of the ballots after the first term of the district court. It will be seen, by the report of this grand jury, that complaints were made in reference to the election held in Carroll Parish, but that, after a full investigation, the grand jury report that, upon investigation, "We do not find them to be of such a character as to require the action of the grand jury." (Exhibit D, page 164, record.) In connection with the action of the grand jury above referred to, it is proper that we should consider what offenses, connected with the elections, they had cognizance of. The law is as follows:

SEC. 45. *Be it further enacted, &c.*, That any civil officer or other person who shall assume or pretend to act in any capacity as a commissioner or other officer of election to receive or count votes, to receive returns or ballot-boxes, or to do any other act toward the holding or conducting elections, or the making returns thereof, in violation of or contrary to the provisions of this act, shall be deemed guilty of a felony, and, upon conviction thereof, shall be punished by imprisonment in the penitentiary for a term not to exceed three years nor less than one year, and by a fine not exceeding three hundred dollars nor less than one hundred dollars.

SEC. 57. *Be it further enacted, &c.*, That any person, not authorized by this law to receive or count the ballots at any election, who shall, during or after any election, and before the votes have been counted, disturb, displace, conceal, destroy, handle, or touch any ballot after the same has been received from the voter by a commissioner of election, shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof, be punished by a fine of not less than one hundred dollars, or by imprisonment for not less than six months, or both, at the discretion of the court.

SEC. 58. *Be it further enacted, &c.*, That any person not authorized by this law to take charge of the ballot-boxes at the close of the election, who shall take, receive, conceal, displace, or in any manner handle or disturb any ballot-box at any time between the hour of the closing of the polls and the transmission of the ballot-box to the clerk of the district

court, or during such transmission, or at any time prior to the counting of the votes, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by a fine of not less than five hundred dollars, or by imprisonment in the penitentiary for not less than one year, or both, at the discretion of the court.

SEC. 10. *Be it further enacted, &c.*, That in all cases the vote of the person offering to vote shall be taken from the hand of the voter by one of the commissioners of election; and any commissioner of election receiving a vote from the hands of any person other than the voter shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined not less than one hundred dollars nor more than three hundred dollars; and any person taking a vote from a voter for the purpose of handing the same to the commissioner of election shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined not less than one hundred dollars nor more than three hundred dollars: *Provided*, That any voter shall have the right to deposit his own vote in the ballot-box with his own hand.

And this report is signed by Mr. Rhoten, the foreman of the grand jury.

That the character of this grand jury for intelligence and integrity was beyond question is not disputed by contestant, and is proven by contestant's witness, Thomas F. Montgomery, a democrat, who swears as follows, (p. 70, record:)

Cross-examination by contestee:

Q. Are you acquainted with the members of the grand jury which served at the last term of the district court in the parish, in December last? And, if so, state how many were white, how many were colored, how many were democrats, and how many were republicans, so far as you know.—A. I was not a member of the grand jury myself, but I was in the court-house when the grand jury was drawn. I was acquainted with the foreman, Mr. Rhoten, Mr. Shelby, Mr. William Page, Paul Le Fevre. These were all white men, and the three first, I believe, were democrats. The fourth, I don't know his politics. All the balance of the sixteen grand jurors were colored men, and, I suppose, republicans. I don't recollect their names.

Q. Is or not Mr. Rhoten, who is the foreman of said grand jury, a large planter and a leading and respected citizen of the parish?—A. He is a good citizen and a large planter.

Mr. Rhoten, the foreman of the grand jury, was a democrat, a leading and respected citizen of the parish, and a large planter in the same. It cannot, therefore, be contended that this report was made by either ignorant persons or partisans of contestee.

As further evidence that Galbraith was either wholly ignorant regarding this matter, or that his testimony is wholly unreliable, it will be but necessary to refer to the election-law prescribing the duties of the supervisors of registration, which is as follows:

SEC. 43. *Be it further enacted*, * * * It shall be the duty of the supervisors of registration, within twenty-four hours after the receipt of all the returns for the different polling-places, to consolidate such returns to be certified as correct by the clerk of the district court, and forward the consolidated returns, with the originals received by him, to the returning-officers provided for in section 2 of this act, the said report and returns to be inclosed in an envelope of strong paper or cloth, securely sealed, and forwarded by mail.

By an examination of Mr. Lackey's evidence, (contestant's witness,) it will be observed that he testifies as follows:

Q. Were the returns which you signed correctly made up from the returns of commissioners of election?—A. Yes.

Q. Did you discharge the duties of your office honestly and fairly according to the best of your ability?—A. I did.

Showing conclusively that the commissioners from the various polls must have filed with supervisors and the clerk of the court their returns, for it will be observed that Mr. Lackey swears that he discharged his duties "honestly and fairly," showing inferentially that the clerk of the district court must have certified to the return made up by him, as he says, "correctly from the returns of the commissioners of election for Carroll Parish." The law above quoted distinctly defines the duty of

the clerk to be to certify to the correctness of the returns, which are to be consolidated by the supervisors of registration. The legal presumption is that the clerk did his duty. Lackey could not have discharged his duty properly in this connection unless the clerk certified to the correctness of the returns, and the clerk could not have certified to the returns unless he had said returns on deposit in his office. In the same section of the law is found the following :

He shall forward a copy of any statement as to violence or disturbance, bribery or corruption, or other offenses specified in section 26 of this act, if any there be, together with all memoranda and tally-lists used in making the count and statement of the votes.

Section 26, referred to, is as follows :

SEC. 26. *Be it further enacted, &c.*, That in any parish, precinct, ward, city, or town, in which during the time of registration or revision of registration, or on any day of election, there shall be any riot, tumult, acts of violence, intimidation and disturbance, bribery or corrupt influences, at any place within said parish, or at or near any poll or voting-place, or place of registration or revision of registration, which riot, tumult, acts of violence, intimidation and disturbance, bribery, or corrupt influences shall prevent, or tend to prevent, a fair, free, peaceable, and full vote of all the qualified electors of said parish, precinct, ward, city, or town, it shall be the duty of the commissioners of election, if such riot, tumult, acts of violence, intimidation and disturbance, bribery, or corrupt influences occur on the day of election, or of the supervision of registration of the parish, if they occur during the time of registration or revision of registration, to make in duplicate and under oath a clear and full statement of all the facts relating thereto, and of the effect produced by such riot, tumult, acts of violence, intimidation and disturbance, bribery or corrupt influences in preventing a fair, free, peaceable, and full registration or election, and of the number of qualified electors deterred by such riots, tumult, acts of violence, intimidation and disturbance, bribery, or corrupt influences from registering or voting, which statement shall also be corroborated under oath by three respectable citizens, qualified electors of the parish. When such statement is made by a commissioner of election or a supervisor of registration, he shall forward it in duplicate to the supervisor of registration of the parish, if in the city of New Orleans to the secretary of state, one copy of which, if made to the supervisor of registration, shall be forwarded by him to the returning-officers provided for in section 2 of this act, when he makes the returns of election in his parish. His copy of said statement shall be so annexed to his returns of elections by paste, wax, or some adhesive substance, that the same can be kept together, and the other copy the supervisor of registration shall deliver to the clerk of the court of his parish for the use of the district attorney.

There is no evidence produced by contestant that any statement of fraud or irregularity of any kind was made by any commissioner of election in his returns to the supervisor of registration, or that said supervisor of registration made any such return of fraud or irregularity to the said returning-board. It will be observed that the last clause of said section 26 reads as follows : "His copy of said statement shall be so annexed to his returns of election by paste, wax, or some adhesive substance that the same can be kept together, and the other copy the supervisor of registration shall deliver to the clerk of the court of his parish for the use of the district attorney."

The legal presumption is that the officer did his duty in this regard. He also swears that he did his duty "honestly and fairly." This, taken in connection with the fact that the grand jury found no irregularity worthy of notice, conclusively rebuts the contestant's charge that the election in Carroll Parish was characterized by "gross frauds, irregularities, intimidation, and violence."

We now proceed to the discussion of the manner of holding the election at

Poll No. 1, Carroll Parish.

The majority of witnesses testify that the election at this poll was conducted fairly and honestly ; that the count was correctly made ; that the law was complied with in every essential particular by the commissioners. Bartholemy, page 36, record, says he saw the commissioners sign returns ; that he kept a memorandum of the votes counted, and they

agreed with the returns signed by Spanu, the democratic commissioner, and Rhodes and Jackson, the other two commissioners, and that the vote at this poll was as follows:

Morey 569. Spencer 33. This evidence is confirmed by Anderson, page 37, who produces one of the original returns, which is identified by Bartholemey. Said return is found on page 140, record. David Jackson, commissioner of election, at poll No. 1, page 38, record, swears to the return on page 140 of the record, and swears that it was signed by him and the other commissioners in his presence. He also swears that Morey received 569, and Spencer 33 votes. T. B. Rhodes, commissioner at poll No. 1, swears that he was there all day; that everything was fair, and the vote honestly counted, returns accurately made out; that Spencer received 33, and Morey received 569 votes. E. M. Spann, the democratic commissioner, swears that he assisted in calling off the votes; that the tallies did not first agree; that the votes were counted over again, and the tallies then kept did agree; that he signed the returns in presence of the others, and identifies return on page 140 as one of the original returns made by the three commissioners sworn and signed by himself, and that they were duly deposited with the clerk, the lawful custodian. The return on page 140 is as follows:

APPENDIX TO TESTIMONY TAKEN IN CARROLL PARISH—EXHIBIT A—CARROLL PARISH.—
S. DUNCAN GLENN, NOTARY PUBLIC.

Statement of votes, poll No. 1, election-precinct of the parish of Carroll.

Statement of votes cast at poll No. 1, election-precinct of the parish of Carroll, for senators and representatives, State and parish officers, at the general election held November 4, 1872, under the provisions of "An act to regulate the conduct and to maintain the freedom and purity of elections," &c., approved March 16, 1870.

Names of persons voted for.	For office of—	Number of votes.
Antoine Dubuclet	State treasurer	580
J. C. Moncure	"	21
Frank Morey	Member of Congress, 5th district ..	569
W. B. Spencer	" " " " " " ..	33

Number of ballots in box.	Number of ballots rejected.	Reasons for rejection of ballot.
Six hundred and four (604).....	One.....	Registration papers not properly filled out.—Henry Washington.

STATE OF LOUISIANA,
Parish of Carroll, ss :

Personally appeared before me, the undersigned authority, David Jackson, E. M. Spann, and T. B. Rhodes, duly appointed and qualified commissioners of election of poll No. 1, election-precinct of the parish of Carroll, for the general election held November 4, 1872, who, being duly sworn, depose and say that they received the ballots cast at the said poll on the day above mentioned; that they have witnessed the counting of the ballots, and that the foregoing is a true and correct statement of the votes cast at said poll on said day.

DAVID JACKSON,
E. M. SPANN,
T. B. RHODES,

Commissioners of Election Poll No. 1, Election Precinct of the Parish of Carroll.

Sworn to and subscribed before me this fourth (4th) day of November, 1874.

T. J. GALBRAITH,
Deputy Clerk, 13th Dist. Court.

OFFICE OF CLERK OF COURT, PARISH OF CARROLL,
Providence, La., May 4, 1875.

And this return is certified to by this identical Galbraith as being a correct transcript of so much of the original on file in my office as relates to the votes cast for State treasurer and for member of Congress.

Given under my official signature and seal of office this 4th day of May, A. D. 1875.

T. J. GALBRAITH,
Deputy Clerk.

The return being certified to by Galbraith as a correct transcript from the records of his office, and being identified by the commissioners, Spann, Rhodes, and Jackson, as one of the returns made out by them and sworn to, it becomes necessary for contestant to impeach said return. This he does not do. There is not a scintilla of evidence tending to disprove the return introduced by the contestee, nor is there any evidence contradicting Spann, Jackson, Moss, or Rhodes; and even Galbraith, contestant's principal witness, (pages 28, 29, record,) is forced to admit the following in regard to this poll, being present when the vote was counted:

Q. Did the tally-list that you saw made out give a correct statement of the votes as they were counted from the ballot-box?—A. If the man calling the names from the tickets called the names correctly, the tally-lists I assisted in making were correct.

Q. Was there any fraud or unfairness in counting the votes, or making out the tally-lists, that you saw or were aware of?—A. There was not.

Q. Who called off the votes when the tally-lists were made out that you assisted in making?—A. I think E. M. Spann called off for a couple of hours, and then T. B. Rhodes. They were commissioners of election.

Q. Were there, or not, a number of spectators present during the counting?—A. There was.

We therefore have the actual return made, which is the best evidence of the vote cast at this poll. But the return is supported by three witnesses. Contestant has wholly failed to show any legal reason why this return should be rejected.

It may be argued that because the return was found in the possession of an unauthorized person, therefore it should be rejected. This certainly cannot be urged or supported upon any legal principle governing contested elections. The officers discharged their duties, made their returns, and deposited them in compliance with law. It certainly would not be contended, if a thief had invaded the office of the clerk and abstracted the returns, and they were found afterward in the possession of some person unauthorized, that it would be as much a return as before it was stolen, provided the officers who made the return should swear to its identity. But further, on pages 111 and 112 of record, E. M. Spann, the democratic commissioner, on November 23, 1874, makes an affidavit in which he gives the actual vote cast, and in that affidavit he states that Morey received 569 and Spencer 33 votes, corroborating in every particular the return, as well as the parole evidence of Jackson and Rhodes. But the evidence before us does not leave us in any doubt as to where this return came from. R. K. Anderson, p. 49, record, swears that he received this return from the clerk of the court, and Galbraith, as before stated, certifies to that fact. The return, the moment that it is fully identified as one of the originals made by the board, becomes the highest evidence that can be adduced as to the result, and must be received as such until impeached by evidence. We therefore accept the return as giving the correct result at poll No. 1, Carroll Parish, of the votes cast for members of Congress. The return is as follows:

ticket voted, and there being but a few democrats living in the ward and voting at this poll. We give all the testimony not heretofore quoted on this point. J. E. Burton, for contestant, p. 32, record, testifies:

Cross-examined by contestee:

Q. Please state whether or not there were two factions of the republican party in Carroll Parish?—A. There were.

Q. Did or did not both factions generally support and vote for the constitutional amendments, for Dubuclet for treasurer, and for Frank Morey for Congress from this district?

(Objected to by contestant.)

A. They did.

Q. Were you acquainted with the sentiment politically throughout the parish, and were you or not one of the leaders of the wings of the republican party in this parish?—A. I was well acquainted, and was one of the leaders, as stated.

Q. Did you, either before or since the election, hear or know of any republicans who supported or voted for William B. Spencer for member of Congress at the election in November last?

(Objected to by contestant.)

A. I know of but two; have heard of no others.

N. Burton, for contestant, p. 58, testifies:

Q. Whose name for member of Congress was on the regular tickets of both wings of the republican party at that poll?—A. The name of Frank Morey was printed on the regular ticket of both wings. But on a good many of these tickets William B. Spencer's name in print on a slip was pasted over the name of Frank Morey.

Q. Do you know of your own knowledge that any of these tickets with Spencer's name pasted on them was voted at poll No. 1? And, if so, state how many and by whom they were cast.

(Question objected to by contestant.)

A. I know that some of them were voted; I do not know the number, but can state some of the names who voted them, to wit, J. G. Lynch, who says he was never a democrat, but was an old-line whig before the war, and who now calls himself a conservative; three of the Bernds, who are conservatives; the two Meyers, Jacob Stein, all of whom are classed as conservatives. These were all I can name, but I know of some others whose names I do not recollect. The conservatives voted the "pasted ticket."

Q. How many of the leaders of the Gla wing were there, who had this feeling that you speak of against Mr. Morey?—A. There were five of them that I know of, to wit: J. A. Gla, Ed. Burton, Nicholas Burton, David King, Ed. Jackson, and Henry Atkins.

Q. Do you know that any of these did not support Mr. Morey for Congress, and did not the Gla wing generally support him?—A. I know three of them who did support and vote for him notwithstanding this feeling, and two of the others told me they did the same, and the Gla wing generally supported Mr. Morey.

Judge C. E. Morse, for contestee, p. 35, testifies:

Q. Do you know about what number of votes were cast at said poll on said day?

(Contestant objects to this question on the ground that the election-returns are the only proper evidence of the votes cast.)

A. At 5 o'clock, when I left, there were five hundred and fifty-two votes cast.

Q. Can you tell about how many votes had been cast at poll No. 1 for Morey and Spencer, candidates for Congress, up to the time when you left?

(Contestant objects, on same grounds as last above stated, to this question.)

A. Nearly all the votes were for Morey. Mr. Morey was supported by both factions of the republican party at that box, and there were but four democrats in that part of the parish and voting at that box. I did not know of or hear of any republicans voting for Spencer or against Morey at that box. Morey's name was on tickets of both wings of the republican party.

We now pass to consider the objection made by contestee to the introduction of certain evidence as to the charge of irregularities and fraud at this poll. Upon an examination of the evidence it will be found that the contestant failed to introduce any evidence as to irregularities, fraud, or misconduct at this poll, during the time allowed him by law, (or by agreement thereunder by the parties to this contest,) as evidence-in-chief. But all the evidence affecting this poll, as to irregularities, fraud, or misconduct, was introduced by contestant in rebuttal. The objection is found on page 56, record, as follows:

Q. Did you or not see persons hand up at different times more than one ballot ?
(Objected to by contestee on the ground, first, that contestant made no attempt or failed to produce any evidence-in-chief on this point ; and, second, that this question or the answer thereto is not and cannot be in rebuttal of any evidence produced for contestee.)

Q. Did you see any one of the commissioners change ballots handed to him to be put in the box and put in a different ticket, and who was that commissioner ?

(Contestee makes same objection to this question as above.)

Q. Did you or not then and there remonstrate with him against such conduct ?

(Same objection by contestee.)

Q. Could or not the commissioners of election, where they sat while receiving votes through the window, identify and see who the person was who handed in his ticket ?

(Same objection by contestee as above.)

Although, singularly enough, contestant withheld all evidence of certain irregularities, fraud, and misconduct, claimed in his notice, as to this poll, until contestee had consumed his time, and thereby prevented contestee from introducing evidence to impeach or explain the evidence of this witness, and thereby not affording contestee the opportunity to which he was by fairness entitled of attacking the character and evidence of the witness, the manner of introducing this evidence subjects it to very grave suspicion. We are inclined to the opinion that the evidence is rebuttal, and therefore overrule the objection, but are of the opinion that the evidence is not entitled to as much weight as it would have had, had the contestant followed the usual rule and introduced the evidence of this witness in chief.

We now come to consider the evidence introduced to sustain the charge of irregularities at this poll. The evidence of both contestant and contestee agrees that the election was held in a log building ; that when the voting commenced the box was placed at the door, and that strips were nailed across the door to keep the crowd from entering the room ; that the crowd was so great that it broke the slats which were so nailed, and it was then suggested that the ballot-box should be removed to a window ; that the window had bars running up and down three inches apart. All the evidence regarding the removal of the box from the door to the window is given by T. B. Rhodes, and is as follows :

Q. Please state how the ballot-box at that poll happened to be placed at a window.—A. We commenced voting at the door of the building in the morning, and nailed strips across the door to keep the crowd out. The crowd became so noisy and so eager to vote that in pressing against the strips they broke them off. Some one then proposed that the box be removed to the window. It was then placed on a table by the window, so that the top of the box was above the window-sill.

Q. Was there any objection on the part of the democratic commissioner or any party present to placing the box at the window ?—A. There was no objection, but it was suggested by some one that each voter had a right to place his ballot in the box with his own hand. So we caused it to be proclaimed that any one who wished to place his ballot in the ballot-box himself could come in the room and do so ; and accordingly many did do so.

Q. Could the ballot-box at the window be seen by the voters outside ?—A. It could be seen by the voters all the time from the outside.

The height of this window from the ground, as testified to by various witnesses, is as follows :

Nicholas Burton, contestant's witness, p. 57, record, swears:

Q. You said the window was about 6 feet from the ground. Are you positive that it was more than 5 feet 10 inches ?—A. I measured it, and made it a little over 6 feet ; about one inch and a half over it.

D. S. Vincent, contestant's witness, p. 65 :

The voting, while I was at the poll, was done by handing the tickets or the ballots through the window. From my observation, without having measured it, the window was between 6 and 7 feet from the ground, where the voters stood. The window had slats across it, up and down, about 3 inches apart.

A. Cunningham, contestant's witness, p. 63 :

The votes were received by the commissioners at a window, about 6 or 7 feet from the ground.

Noah Lane, contestant's witness, p. 65 :

Q. Did you vote and see others at said poll ; and, if so, where and how did they vote ? —
A. I voted there and saw others vote. The door of the house was closed against us, and we voted at a window which was so high that I had to lift another man up to vote.

Cæsar Johnson, contestant's witness, p. 67 :

Q. State where and how the voters voted at said poll while you were there, and how it was managed.—A. I voted at the window, and all others who voted with me at the same time did the same. I voted by the assistance of Noah Lane, who caught me under my arm, and assisted me up so I could reach the window.

This same witness, on cross-examination, testifies :

Q. Are you a short man ?—A. I am about 5 feet 2½ inches.

Q. When Lane helped you to put up your ballot, did he lift you off the ground, or did he stretch you up by assisting you by one arm ?—A. He assisted me by lifting one arm, I at same time helping myself up against the side of the house.

While T. B. Rhodes, witness of contestee, p. 43, testifies :

Q. How high was the window from the ground ?—A. I measured it, and my recollection is that it was between 5 feet 8 inches and 5 feet 10 inches from the ground.

This is all the evidence adduced in regard to height of the window. It was urged by contestant in his argument and brief that this window was so high that it was impossible for the voters to hand in their votes. Taking the evidence altogether, it shows that the window was not so high but that all persons desirous of handing in their votes could have done so, and did so hand them in. Certainly the fact of the ballot-box being placed at the window, rather than at the door, after the guards had been broken down, goes to show that it was placed there in the interest of fairness and good order, and in order that the commissioners would not be interrupted while the voting was going on. This evidence does not tend to prove that any voter was deprived of his right to vote by the box being taken from the door, and placed at the window, or that the actual result of the election at this poll was affected by such change. The evidence both of contestant and contestee establishes the fact beyond contradiction that during the whole election the candidates upon the different political tickets, as well as the sworn United States supervisors of both political parties, were admitted to the room where the ballot-boxes were kept, and were where they could observe and scrutinize the acts of the commissioners. T. B. Rhodes, one of the commissioners at the said poll, testifies that no objection was made by the democratic commissioner or any party present to the placing of the box at the window. If the facts were such as to have caused any suspicion that the moving of the box from the door to the window would have worked injustice, the democratic commissioner or some of the candidates would have objected. We are satisfied that the objection made against the box for this reason is an afterthought of a defeated candidate and is technical. Some one suggested that each voter had a right to place his ballot in the box with his own hand, and thereupon the commissioners caused it to be proclaimed that any one who wished to place his ballot in the ballot-box himself could come into the room, and do so, and accordingly many did so. This witness also says that the ballot-box at the window could be seen by voters outside all the time the voting was going on. There is no contradiction of Rhodes in the particular that this proclamation was made except by Burton, who says many did come into the room and vote, thereby confirming Rhodes's testimony that this announcement was made, but one party came in to vote, and it was objected to, but they allowed him to vote. He does not swear that any other person attempted or requested to

enter the room to deposit his own vote, nor is there any testimony to prove this fact. Burton says, however, that he did not hear any such proclamation. Certainly this is no evidence to contradict the positive statement of Rhodes that said proclamation was made. It is merely negative evidence. The next objection to the votes being counted at this poll urged by contestant in his notice and argument is that votes were handed up on sticks. We cite all the evidence bearing on this branch of the subject. The evidence produced by contestant on this subject in regard to this method of voting is as follows:

Nicholas Burton, page 56, record, testifies:

Q. State what you know as to the manner in which said election was held at that poll, how the voting was done, and where.—A. In the morning of the election-day the ballot-box was at the door of the house. It was kept there about two or three hours; then they took it and carried it to a window, about 6 feet above the ground, and closed the doors of the house. The window had wooden bars across it up and down. After the box was moved to the window, about three-fourths of the votes polled were handed up on sticks from the ground. The others voted by reaching up with their hands. Those voting at the window could not, a man of them, see what was done with their tickets. At first the box was placed about 2 feet from the window-sill on a table, but the voters on the outside ran their sticks so far as to annoy the commissioners, and they then moved the box about 4 feet from the window. This moving of the box back rendered it still more difficult for the voter to see what became of the ballot.

Upon cross-examination, p. 57, he testifies:

Cross-examined by contestee:

Q. You stated that those who did not vote on sticks reached up their own ballots. Could not all of the voters have done the same, had they chosen to do so, and waited for their opportunity?—A. I think they could if they had waited and taken their turn, provided they were men of ordinary height.

D. S. Vincent, contestant's witness, testifies, p. 63:

Q. Did you vote on that occasion, and why not?—A. I did not vote, though I could have done so; there was nothing preventing me, except I did not want to wait. There was no trouble that I saw about the poll; everything was peaceable and quiet.

Q. How long were you present at the poll?—A. Between half an hour and one hour.

Upon cross-examination, p. 63, he says:

Q. How many voters did you see voting on sticks?—A. While I was there I did not see more than two or three. If I had been going to vote, I think I would have voted that way myself, as I could have done so more quickly than to have waited to have got closer to the window.

Noah Lane, another of contestant's witnesses, p. 65, testifies:

Q. What time of day was it when you went to the polls?—A. I went to the polls about 12 o'clock and staid until night.

Q. Were you near where the voting was going on while you were there?—A. Yes; I was out in front of the window most of the time.

Q. Did you see any voting on sticks?—A. I did not see or notice any.

Q. How far were you standing from the window?—A. Probably 10 or 20 yards, as near as I can come at it.

Q. Then all the voters that you noticed voted with their hands, did they?—A. Yes, sir.

Q. Who took their tickets?—A. David Jackson took their tickets in.

Q. How many people do you think voted while you were there?—A. I can't tell; there were a good many of them; they kept voting until night.

The witnesses called by contestee, in regard to this matter, testify as follows: Chas. E. Moss, p. 43-44, record, says:

Judge CHARLES E. MOSS recalled for contestee, Frank Morey:

Question. State what you know of the matter of voting on sticks at poll No. 1.—Answer. This voting was done at a negro cabin. There was a large crowd around the window, and some voters who could not approach the window, in order that they might vote earlier, placed their ballots on sticks and passed them up to the commissioner. There were perhaps sixty or seventy votes cast in this way.

David Jackson, p. 39, testifies:

Q. Did the voters generally hand you their ballots?—A. They did.

Q. Was or not there a large crowd about the voting-place at certain portions of the day, who were anxious to vote without much delay?—A. There was.

Q. Did or not a portion of this crowd try to vote ahead of others, out of their "turn," as it is called? And, if so, state how it was done.—A. A good many would crowd up to the window, where the box was, and try to vote one before the other. Some of them had short sticks, with the ends split, to which they stuck their ballots and handed up to the commissioners, ahead of others who were nearer to the ballot-box.

T. B. Rhodes, one of the election commissioners, p. 43, testifies :

Q. Was any one compelled at that poll to pass his ballot up to the commissioner on a stick?—A. No one was.

Q. Could not every elector have voted with his hand from the ground?—A. All could have done so.

Q. Was any one permitted to vote at that poll who did not present the proper registration-papers?—A. Not that I know of.

Q. Was there any democrat present during the election at that poll?—A. There was; Mr. Spann, a commissioner, was present.

Q. Did he take exception to anything that was done in the conduct of the election?—A. He did not.

This concludes all the evidence that has been introduced on this subject. This does not establish the fact that any of the mandatory provisions of the law was violated.

Taking all the evidence introduced by contestant, and even excluding all the evidence offered by contestee upon this subject, it disproves the assertion made by contestant in his argument, that "only the tall ones, by getting close up, could reach their tickets up into the window;" but establishes the fact, beyond controversy, that all of the electors who desired could, and nearly all did, vote by handing their votes to the commissioners, out of their own hands, and that the voting by placing their votes upon sticks did not arise from any necessity owing to the position of the ballot-box, but because some few voters were unwilling to wait their turn in line. Nor is there any evidence tending to show that the placing the bars upon the window had a tendency in any manner to obstruct the voting, or that the contestant was injured by any of the irregularities, or that any of the irregularities affected the result, or prevented the free and full expression of the electors at this poll; "but, on the contrary, taking all the evidence together, it proves positively and distinctly that not a single voter was prevented from voting. And the voting on sticks certainly, as shown from the evidence, did not tend to render the poll fraudulent or uncertain. In regard to this matter we cannot express ourselves better than by adopting the language of the supreme court of Louisiana in reference to this identical election, as to these identical irregularities at this poll, which is as follows: "That it is evident from the foregoing evidence that the irregularities shown did not in any manner affect the result of the election. The voting on sticks, and at a high window where the voter had to reach up to hand his ballot to the commissioner, was, certainly, novel; but the excuse for this is given in the evidence cited, and the evidence leaves no doubt that the ballots were fairly deposited in the ballot-box; that no fraud was perpetrated at the election. The fact that the ballot-box could not be seen by those voters who stood near the window cannot be a cause to annul the election." In the case of *Augustin vs. Eggleston*, 12 Annals, 356, the court held that the mere position of the ballot-box, without any resultant injury, does not void an election, and, as it has been often decided in this State, that the failure to comply with the directory clauses of the election-law will not annul the election. The courts cannot affix to the omission a consequence which the legislature has not affixed: 9th Ann's, 537; 10th Ann's, 732; act of 1873, p. 18. Again, quoting the decision in *Burton vs. Hicks*, the court

held as follows: "There is an essential difference between the act of voting and the police provisions to secure the evidence of the act. If the votes be deposited the object of the election is attained, and its validity cannot be affected by non-compliance with the directory provisions. The act of 1873, No. 98, provides for the punishment of those who violate its provisions, and authorizes the election to be set aside only for fraud, violence, intimidation, or corruption at or before the election, and that only when such fraud, violence, intimidation, &c., had the effect to change the result of the election." In this case the contestant has introduced no evidence tending to show that the result of the election was affected or changed by any of the omissions to comply with the directory provisions of the election-laws at this poll. But, on the contrary, the weight of evidence proves conclusively that the election at this poll was fair and free, and that there was an honest expression of the will of the voters. Democrats and republicans alike testify to this fact. There is but one witness, Burton, who attempts to charge fraud. His evidence is as follows:

Q. Did you, or not, see persons hand up at different times more than one ballot?

(Objected to by contestee on the ground, first, that contestant made no attempt or failed to produce any evidence-in-chief on this point; and, second, that this question or the answer thereto is not and cannot be in rebuttal of any evidence produced for contestee.)

A. I saw one person hand up four or five ballots.

Q. Did you see any one of the commissioners change ballots handed to him to be put in the box and put in a different ticket, and who was that commissioner?

(Contestee makes same objection to this question as above.)

A. I did see a commissioner at said poll so do, and that commissioner was David Jackson.

Q. Did you or not then and there remonstrate with him against such conduct?

(Same objection by contestee.)

A. I did, and said to him that "that was not fair to drop my tickets and put in his." He tried to bluff me out of it, but I showed him the ticket he had dropped lying on the floor.

Q. Could or not the commissioners of election, where they sat while receiving votes through the window, identify and see who the person was who handed in his ticket?

(Same objection by contestee as above.)

A. The commissioners could not have done so without getting up and going to the window, which they did not do over one-tenth of the time.

Q. You said that the door was closed after the removal of the box to the window and the voters were excluded from the room; do you mean to say that the commissioners allowed nobody to come into or remain in the room after that time?—A. They allowed myself, who was sheriff, and other officers, such as constables, United States supervisors, and other officers, to remain in the room, but excluded those who were voting, so that all might vote at the window; but I got three of my friends in through the favor of the officer at the door, all of whom voted while inside. While the last one of these three was voting, David Jackson objected to it, and I said, "Let this one vote and I will bring no more inside."

Q. Were you not inside of the room a greater part of the day?—A. I was.

Q. Were you watching the election pretty closely?—A. I was trying to, but they rather got away with me.

Q. How many ballots do you know were exchanged by David Jackson for others?—A. I could swear to only one which I saw him change, but there was another lying on the floor in the same position, but I do not know that this one was changed.

Q. What difference was there in the two ballots that were so exchanged?—A. Mine was a white ticket and his was what we called "calico back;" they had the names of different candidates on them for State senator, members of the house of representatives of the State, sheriff, parish judge, and other minor officers; they both had the same name for State treasurer and member of Congress on them. Both tickets had the name of Frank Morey for member of Congress on them.

Q. Who handed up the four or five ballots which you spoke of as having been handed by one person?—A. Cain Sartain, a candidate for the house of representatives on the Benham ticket.

Q. Did he not hand them up for voters who desired him to do so?—A. He said so after I stopped him. He said he could show the men whose tickets he handed up, and started off to find them, but did not come back. I do not know that he did not hand up these tickets at the request of voters, but I did not believe he did.

Q. Did anybody complain that Cain Sartain handed up tickets for them without their consent?—A. I heard no such complaint.

Q. Was not the registration-papers of the voter always handed up with the ballot?—A. I believe they were.

Q. Do you know of any other person, except Cain Sartain, who handed up the ballot either by hand or on a stick, whom you knew was not the party named in the registration-paper which accompanied the ballot?—A. Not to my own knowledge.

He was introduced in rebuttal and gives details not before brought out and nowhere to be found in the record except as alleged in contestant's notice of contest. Contestee had no opportunity to disprove the statements Burton makes. He (Burton) was the candidate for sheriff and was defeated; and he had contested this same election and had been defeated after the same had been carried to the supreme court of the State. His evidence shows him to be a strong partisan. Taylor, in his excellent work on evidence, in regard to partisan witnesses, says, "They being zealous partisans, their belief becomes synonymous with faith as defined by the apostle, and it too often is but the substance of things hoped for, the evidence of things not seen;" and, to adopt the language of Lord Campbell, "partisan witnesses come with such bias in their minds to support the cause in which they are embarked that hardly any weight should be given to their evidence." Burton is directly and positively contradicted by Judge C. E. Morse, pp. 35, 43, 44, record; also by Galbraith, pp. 28, 29. Spann, the democratic commissioner, says that he does not recollect hearing Nicholas Burton make any complaints of unfairness to the commissioners or other persons while the voting was going on.

Is it not strange that, with a democratic supervisor in the room, observing all that was done at that poll, and with a democratic commissioner, Mr. Spann, assisting in receiving the votes, with candidates on different political tickets in the room, that this man Burton is the only person in that room who observed any misconduct on the part of Jackson, and that no one but Burton should have known of or heard the altercation which Burton says took place between him and Commissioner Jackson? If this evidence were true, certainly such a conversation as Burton speaks of could not have taken place without having been overheard by the other commissioners, or by some one who was in the room. Very little weight will be given to the evidence of Burton when it is understood that the following is the evidence of Rhodes and Spann, which shows that the charges made by Burton were an afterthought, not occurring to him until some days after the election had been holden. Rhodes's evidence is as follows, (p. 46, record):

T. B. RHODES recalled for contestant.

Question. Have you had any conversation since the election on 2d November, 1874, with Nicholas Burton, regarding the fairness of the election held on that day at poll No. 1? If so, please state it.—Answer. The first conversation I had with him was the day after the election—the day we signed the returns. Burton was claiming to be United States commissioner at the poll. He said he thought we, the commissioners, acted fair in the matter. I wrote or dictated a certificate on the tally-roll that Mr. Mayer, the other United States commissioner, kept. The certificate stated, in substance, that the election was perfectly fair, and that the tally-sheet exhibited the true result of the election at that poll. Mr. Mayer and Mr. Burton both signed the certificate. I had a conversation with Nicholas Burton again about a week after the election. He had just received the news of the election of Gla as State senator. Gla was a candidate on the same ticket as Burton. They were both colored men and nominees of the same wing of the republican party. He said that he was satisfied that his wing of the party was overwhelmingly defeated in the parish, but was satisfied, as Gla was elected senator from this district. He further said that the commissioners at poll No. 1 should have given him thirteen more ballots than they did, for the last count gave him that many less than the first count did. He expressed his dissatisfaction in no other respect.

Also, E. M. Spann (pp. 45, 46) testifies:

Question. Do you know Nicholas Burton?—Answer. I do.

Q. State whether or not he was present in the room with the commissioners frequently during the day of election, watching how it was conducted, and whether or not he made any complaint of unfairness to the commissioners or other persons, so far as you know or heard.—

A. He was present the greater part of the day in the commissioners' room, and seemed to be watching the voting very closely. I do not recollect of hearing him make any complaints while the voting was going on. He complained of being defrauded of a few votes between the first and second counts.

I now pass to the consideration of the evidence wherein it is stated that greenbacks were handed out from the window at poll No. 1 by Commissioner Jackson when he handed back the registration-papers to the voters. There are but two witnesses, viz, Cæsar Johnson and Noah Lane, who testify in regard to this matter. I give all their testimony upon the subject, which is as follows, (pp. 65-67, record:)

Testimony of Noah Lane.

NOAH LANE, sworn for contestant, testifies as follows:

Question. State your name, residence, and occupation, and where you were on 2d of November last, the day of the general election.—Answer. My name is Noah Lane; Transylvania plantation, Carroll Parish; and was at poll No. 1 on the election-day.

Q. Did you vote and see others voting at said poll; and, if so, where and how did they vote?—A. I voted there, and saw others vote. The door to the house was closed against us, and we voted at a window which was so high that I had to lift another man up to vote.

Q. Did you see David Jackson or other person at said poll hand money out of the window to persons on the outside? State what you saw.—A. I did see David Jackson hand money to voters outside of the window; saw him do it several times. When I saw him doing it I said, "O, by God, look at the greenbacks. Let's wait and see if we can't get some of them." Cæsar Johnson then said, "No; perhaps they are running an independent ticket."

Cross-examined by contestee:

Q. Can you read or write?—A. No, I cannot; I am only a laborer.

Q. Did you get any of the greenbacks or money that was handed out?—A. I did not.

Q. Did your friend Cæsar Johnson get any?—A. No, sir.

Q. Why didn't you get some?—A. Because I was not voting the same ticket.

Q. Do you mean the independent ticket?—A. I mean I did not vote the independent ticket. I voted the Gla republican ticket.

Q. Where was David Jackson standing?—A. In the house, near the window, where the voting was going on.

Q. Was he taking the ballots from the voters as they were handed in?—A. Yes, sir; he was.

Q. Did he take Cæsar Johnson's ticket when you raised him up to the window?—A. He did. I saw him take it.

Q. Could you see him plainly?—A. Yes, sir. He came to the window, and I could see him plainly from his waist up, and he could see me.

Q. What time of day was it when you went to the polls?—A. I went to the polls about 12 o'clock, and staid until night.

Q. Were you near where the voting was going on while you were there?—A. Yes; I was out in front of the window most of the time.

Q. Did you see any voting on sticks?—A. I did not see or notice any.

Q. From where you stood would you not have been likely to have seen the voting on sticks, if there had been any?—A. Probably if I had been noticing I would; but I did not notice, and there was such a crowd standing around the window.

Q. How far were you standing from the window?—A. Probably 10 or 20 yards, as near as I can come at it.

Q. Then all the voters that you noticed voted with their hands, did they?—A. Yes, sir.

Q. Who took their tickets?—A. David Jackson took their tickets in.

Q. Did Cæsar Johnson go to the polls with you?—A. He started when I did, but did not get there as soon as I did. I was there when he came up. He and I went home together.

Q. How many people do you think voted while you were there?—A. I can't tell; there were a good many of them; they kept voting until night.

Q. Do you think there were five hundred voted while you were there?—A. That would be hard for me to say, because I do not know that there were five hundred there in all or not.

Q. Give the names of all those whom you saw get greenbacks.—A. I did not know the men; they were strangers to me. I did not know any of the men on the ground except Cæsar Johnson.

Q. How much money did each of the men receive?—A. I could not tell, but there were sometimes three or four bills.

Q. Was there never more than three or four bills?—A. I never saw any more than three or four bills, as the men would take them and put them up so quick.

Q. How many men were there that you can swear you saw get greenbacks?—A. I saw about ten, as near as I can come at it.

Q. Now, how many of those men got as many as three bills?—A. I couldn't tell. Some of them came out in registration-paper. I saw two of them that had that money, and one of the bills was large enough for a dollar or a five-dollar bill.

Q. Now, don't you know that it was Mr. Mayer that handed out all the registration papers?—A. No, sir; I don't know that; I know that he didn't hand me mine.

Q. How many kinds of tickets were voted there that day?—A. I saw but two kinds. I cannot read. There was a white ticket, U. S. Grant; that is, with Grant's picture on it, and I voted that kind. The other was a kind of bluish curtain-colored ticket on the back side.

Re-examined by contestant:

Q. What do you mean by the independent ticket?—A. I mean the Benham republican ticket.

his
NOAH + LANE.
mark.

Sworn to and subscribed before me this 7th day of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of Cæsar Johnson.

CÆSAR JOHNSON, sworn for contestant, testified as follows:

Question. State your name, residence, and occupation, and where you were on the 2d of November last, the day of the general election.—Answer. My name is Cæsar Johnson; I live in Carroll Parish; am a farmer, leasing land from Mr. Tilford; was at poll No. 1.

Q. State where and how the voters voted at said poll while you were there, and how it was managed.—A. I voted at the window, and all others who voted with me at same time did the same. I voted by the assistance of Noah Lane, who caught me under my arm and assisted me up so I could reach the window. I don't think a man standing on the ground near the window could see the ballot-box. I could not, I know.

Q. Did you or not see money passed out of the window to the voters with their registration-papers; and, if so, who did it?—A. I saw money passed out with registration-papers by David Jackson; I saw him do it several times.

Q. Did anybody speak to you about it at the time it was being done, and what did he say?—A. Yes, sir; Noah Lane spoke to me about it at the time, and said, "O, Johnson, look at the greenbacks; let's turn." I said, "O, no." He said, "Why?" and I said, "May be they are running an independent ticket." I voted the Gla republican ticket, on white paper.

Cross-examined by contestee:

Q. Did you hear one man cry out, "O, Jackson, greenbacks;" and who was that man?—A. I did hear a man so cry out, but do not know the man.

Q. What kind of a looking man was he?—A. He was a black man, but I did not notice his features.

Q. Was he a tall man?—A. He was about the common height.

Q. Was he an old man?—A. No, sir.

Q. Did you notice particularly his age?—A. He looked quite young to me.

Q. Was he a fat man?—A. No, sir; he didn't look very fat.

Q. Was he a well-dressed man?—A. He looked to me to be poorly dressed.

Q. How far were you from him when he cried out, "O, Jackson, greenbacks?"—A. About 10 feet.

Q. Did he cry it out more than once?—A. No, sir.

Q. Can you read?—A. A little; coarse reading.

Q. Or write?—A. I can scratch a little.

Q. Are you a short man?—A. I am about 5 feet 2½ inches.

Q. When Lane helped you to put up your ballot, did he lift you off the ground, or did he stretch you up by assisting you by one arm?—A. He assisted me by lifting one arm, I at same time helping myself up against the side of the house.

Q. Was there a pretty large crowd present when you got to the polls?—A. Yes, sir; a pretty large crowd.

Q. Did they all vote before you came away?—A. No, sir; I left them voting.

Q. How many do you think voted while you were there?—A. There was a pretty large crowd, but I cannot tell how many voted while I was there.

CÆSAR JOHNSON.

Sworn to and subscribed before me this 7th day of May, 1875.

S. DUNCAN GLENN,
Notary Public.

There is not a word other than the evidence here cited, in regard to this matter. We cannot believe that this evidence needs any serious consideration, as it will be regarded as not only extraordinary, but remarkable, that, at a public election, with crowds surrounding the place, and in full view of the voters, greenbacks should be handed out by the commissioner with the registration-papers, after the voters had deposited their ballots, and that no person at that election should have been able to have detected the fact or observed this conduct except these two colored witnesses. To our mind it is extraordinary that, out of all that crowd of 500-odd persons, with the candidates at the polls, watching the commissioners, not a single person other than Cæsar Johnson and Noah Lane could be found to testify to such misconduct. The evidence of Johnson and Lane is of such a character, taken as a whole, that, in our opinion, it would be discredited in any court of justice; and taken in connection with the circumstances surrounding the case, I cannot believe this committee is willing to say that it is worthy of serious consideration. It will be observed these men do not testify that they received any greenbacks themselves, but that they saw them given to others; but what is most remarkable, they cannot designate any person who received them, and no person is produced who did receive any greenbacks. T. B. Rhodes, one of the commissioners at this poll, testifies as follows, (p. 46, record):

Q. Do you know a colored voter named Carson Johnson, and did you hear that he reported that "greenbacks" were handed out at the window at poll No. 1? And, if so, state what you know of him and of the story, and of the facts in the case.—A. I know him and heard him give his evidence to the effect stated before the district court. I know nothing of him personally, but I do know that his statement that David Jackson, one of the commissioners, rolled up greenbacks in the registration-papers and handed them back to the voters, is untrue; because the tickets or ballots, together with the registration-papers, were handed up to David Jackson, who took the ballot and handed the registration-papers to me, which I indorsed "voted." Jackson then put the ballot in the box, and I handed the registration-paper to Mr. Mayer, who was acting as democratic United States supervisor, and who handed it out to the voter. I never heard this report from any other source, and I don't believe it was possible to be true without my having some knowledge of it—

while David Jackson (p. 39) denies emphatically the statement of Johnson and Lane. His evidence upon the subject is as follows:

Q. Who handed back the registration-papers to the voters after they were indorsed by the commissioners?—A. They were handed back by myself or by Mr. E. Mayer, who claimed to be acting as the democratic deputy United States supervisor.

Q. Was there or not any money handed back by yourself or any other person with the registration-papers?—A. There was not.

Q. Did or not you hear of any such report or charge being made during the day of election by any member of either political party?—A. I did not. I would most likely have heard any such report had it been made.

Is it not remarkable that, out of eleven witnesses called in reference to this poll, comprising the United States supervisor of election, the commissioners of the polls, and candidates upon the opposition ticket, only two witnesses could be found who knew anything in regard to this extraordinary conduct of Jackson? We dismiss this subject from further discussion, believing it too preposterous for further comment.

We now pass to the fairness of the election. We give all the evidence on this subject, to wit:

A. Cunningham, for contestant, p. 64, testifies:

Cross-examined by contestee:

Q. How do you class yourself politically?—A. I take no part in politics, but suppose I would be ranked as a democrat.

Q. How long did you remain at poll No. 1 on the day of the election?—A. I suppose I was there about three hours.

Q. Was or not the election quiet, peaceable, and fair, while you were present?—A. I heard no fussing, but there was considerable rushing and confusion around the window, caused, as I supposed, by their anxiety to vote early.

T. J. Galbraith, for contestee, pp. 28, 29, testifies:

Q. Were you present during the entire day at the election held at Ward No. 1, held on 2d November?—A. I was.

Q. Did you pay strict attention to the manner in which the election was conducted as to its fairness or unfairness?—A. I did, and thought it a fair election.

Q. Did you hear any charges of unfairness made by either party during the day?—A. I did not.

Re-examined:

Q. Were you or were you not inside the room most of the day where the commissioners were, and therefore not in a position to know what was going on outside?—A. I think I was in and out of the room about equally during the day.

Judge C. E. Moss, for contestee, pp. 35, 43, 44, testifies:

Judge C. E. Moss, sworn for contestee, Frank Morey, testifies as follows:

Question. Please state your name, residence, and occupation.—Answer. My name, Charles E. Moss, jr.; my residence, Carroll Parish; my occupation is parish judge.

Q. Where were you during the election on the 2d of November, 1874, and what do you know about the election?—A. I was at poll No. 1 on that day. I was there from daylight until 5 o'clock in the evening, being myself a candidate for parish judge, and nominee of one wing of the republican party, there being two wings of the republican party in this parish. I belonged to what was known as the Benham wing. I was very active all day about the polls, and if I had seen anything that was wrong or unfair I would have objected, being interested in having the election fairly held. At the time of the election I heard no charges of unfairness made, and it was generally conceded that the election was fairly held. I heard no quarreling or unkind words, and everything seemed to pass off pleasantly. Some time after, when the suit of Burton vs. Hicks was about being brought, I heard charges made of great frauds at that poll. I know of my own knowledge that these charges were false.

David Jackson, for contestee, pp. 38, 39, testifies:

Q. Did you have a good opportunity to see and to know how the election was conducted at that poll? And, if so, state what you know of it.—A. I had a good opportunity. The election was conducted peaceably and as fairly as an election could be; I heard no charges of unfairness made by anybody; every voter had a chance to vote as he saw fit. Mr. Spann, the democratic commissioner, kept the list of votes; Mr. Rhodes, the republican commissioner, kept the tally-list, and I took the votes as they were handed in by the voters and put them in the ballot-box. The various candidates and others had access to our room in which we received the votes, so that they could see that the election was conducted fairly. There was no dissatisfaction expressed by any one as to the manner in which the election was conducted.

D. S. Vincent, for contestant, p. 63, testifies:

Q. Did you vote on that occasion, and why not?—A. I did not vote, though I could have done so; there was nothing preventing me, except I did not want to wait. There was no trouble that I saw about the poll; everything was peaceable and quiet.

Cross-examined by contestee:

Q. How do you rank yourself politically?—A. I am a democrat, dyed in the wool.

Q. How long have you resided in this parish?—A. Twenty-five years.

Q. Are you not generally recognized in the community as a good, substantial citizen?—So far as I know; I have heard nothing to the contrary.

T. B. Rhodes, for contestee, pp. 42, 43, 46, 47, testifies:

T. B. RHODES, sworn for contestee, Frank Morey, testifies as follows:

Question. What is your name, residence, and occupation?—Answer. My name is Thomas B. Rhodes; my residence is in Carroll Parish; my occupation, a planter.

Q. Were you a commissioner of election at poll No. 1, Carroll Parish, at the election 2d November, 1874?—A. I was.

Q. Were you present at said poll during the entire day of the election?—A. I was.

Q. Did you see any fraud or ill-practices at the election held at that poll?—A. I did not.

Q. Did you hear of any at that time?—A. I did not.

Q. Did you take part in counting the votes?—A. I assisted in counting the votes.

Q. Were the votes fairly counted and were the tally-lists and returns accurately made out?—A. They were, so far as I know.

Q. Was any one permitted to vote at that poll who did not present the proper registration-papers?—A. Not that I know of.

Q. Was there any democrat present during the election at that poll?—A. There was; Mr. Spann, a commissioner, was present.

Q. Did he take exception to anything that was done in the conduct of the election?—A. He did not.

J. M. SPANN, democratic commissioner, for contestee, pp. 45, 46, testifies:

Q. Did the commissioners of election at that poll give the voters reasonable opportunity to vote, and was it or not generally admitted that the election was conducted fairly?—A. I think they had ample opportunity to vote. I heard no complaint against its fairness until after the election over.

Without going into further detail, taking all the testimony that has been adduced in regard to this poll, we are satisfied that it cannot be rejected for any legal reason, but are of the opinion that it should be counted. This poll gives Morey a majority of 536, which taken from Spann's majority of 992, would leave Spencer a majority of 456.

We now proceed to consider the second poll of Carroll Parish. It is admitted by both parties, contestant and contestee, that as to this ward there are no official returns, ballots or ballot-box, to be found, except a poll-list. They have been either abstracted or destroyed.

The first question to be determined is, what evidence is necessary to establish the vote cast at this poll? We are of the opinion that the best evidence to establish the actual vote cast at this poll is the evidence of the commissioners of election, and if it cannot be established by them, then by such other evidence as can be procured, and we are clearly of the opinion that the commissioners' evidence as to the vote cast at this poll is competent. We are sustained in this opinion by the action of this House in the case of *Adams vs. Wilson, Clark and Hall*, 375, decided December 8, 1823, wherein the committee and the House held "that the testimony of the board of inspectors is competent, and ought to be received to correct any mistakes that may have occurred in turning the votes given at said election." If the commissioners' evidence is competent to alter or change the returns, certainly their evidence is competent to establish what the returns were at the poll. The best evidence, viz, the returns, having been lost or destroyed, secondary evidence is then admissible to establish what were the contents of the written instrument, viz, the returns. We understand the rule governing the admissibility of secondary evidence, with respect to documents, to be that proof of their contents may be established by secondary evidence, first, when the original writing is lost or destroyed; secondly, when its production is a physical impossibility, or at least highly inconvenient. Before, however, secondary evidence can be introduced there must be evidence showing that the documents once existed, and are lost or destroyed. In this case the proof establishes the fact that a search for the returns has been made where, by law, they ought to have been found, and that the search has been unsuccessfully made. This evidence was introduced by contestant, and the testimony of Galbraith, deputy clerk, shows that the returns from Carroll Parish, poll 2, are not on file in the clerk's office, the legal depository of them. Taylor, in his excellent work on evidence, says, (section 401:) "If the instrument ought to have been deposited in a public office or other particular place, it will generally be deemed sufficient to have searched that place, without calling the party whose duty it was to have put it there, or any other person who may have had access to it." Again, (sec. 405:) "The law does not require that the search should have been recent or made for the purposes of the cause, and therefore where a search was made

among the proper papers three years before the trial this was held sufficient." But in this case Galbraith's testimony (page 28, record) is as follows:

Q. Have you not been the principal deputy clerk of the court, and as such having the entire control of the said office during your occupancy?—A. I have, since July 26, 1873. This election was held November 2, 1874. This evidence was given April 27, 1875. In answer, whether any of the tally-sheets, returns, ballot-boxes, or other legal documents relating to the election had been on file or were on deposit at that time in the clerk's office, he says: "There have been none, except the tally-sheet handed me by the commissioner for the other ward, which tally-sheet was afterward taken out of my office and carried away."

The next interrogatory propounded to the witness is to this effect:

Q. Has diligent search been made for these ballot-boxes by yourself and others?—A. There has been.

Q. Do you know where these ballot-boxes and papers are?—A. I do not.

Certainly, under the rule governing the admissibility of secondary evidence this testimony establishes the fact that proper search has been made for them in the place where they should have been found, and that the inquiry and search made failed to obtain any information in regard to them. Therefore it is clear that in order to establish what the vote was which was cast at poll 2, there is no other method left to ascertain that fact than by secondary evidence. What are these returns? The answer naturally suggests itself that they are simply the record of the number of votes cast at the poll by the electors, and the list of names voting at said poll; or in other words, it is a record to secure the evidence of the act of the voters. By whom is this evidence compiled, and by whom is the record of the evidence authenticated? It will not be denied that the evidence is compiled by the commissioners of election, and this evidence is authenticated by them. Then, if the evidence of the voters is compiled by them and the record is completed by their acts, what better evidence is attainable than that of the commissioners themselves as to what the evidence is that this record contains? As before stated, the returns are but the evidence of the act of the voters, viz, as to the number of votes cast at the poll, and for whom said votes were cast. We are not left, however, to secondary evidence as to the number of votes cast at this poll, for the poll-list is in evidence, properly authenticated and identified, giving the full number of votes cast at this poll, sworn to by the three commissioners authorized by law to hold the election at the said precinct, and is as follows:

EXHIBIT C.—CARROLL PARISH.—S. DUNCAN GLENN, *Notary Public.*

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|------------------------|-----------------------|
| 1. S. P. Bartley. | 20. Richd. Collins. |
| 2. Abbe Richard. | 21. Anderson Murray. |
| 3. Jo. Leddy. | 22. Willis Hamilton. |
| 4. Wm. A. Blount. | 23. George Green. |
| 5. Andrew Hammond. | 24. Chas. Fox. |
| 6. James Leddy. | 25. Jerry Travis. |
| 7. Jasper Hughes. | 26. Harrison Johnson. |
| 8. Elias Smith. | 27. A. W. Roberts. |
| 9. B. M. Brorder. | 28. Lewis Warren. |
| 10. Arthur Richardson. | 29. Ned Richardson. |
| 11. B. J. Fowler. | 30. C. Ed. Shearer. |
| 12. Sam Hogan. | 31. Edmund Davis. |
| 13. Richd. Rowlett. | 32. Esau Johnson. |
| 14. Geo. C. Beuham. | 33. London Peterson. |
| 15. Jno. Spinnetti. | 34. Zeke Christmas. |
| 16. J. W. Dunn. | 35. Henry Anderson. |
| 17. Griffin Kelley. | 36. David Katler. |
| 18. Ben. Fleming. | 37. Gus. Silvie. |
| 19. Baker Smith. | 38. Dick Stewart. |

EXHIBIT C—Continued.

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|-------------------------|--------------------------|
| 39. A. A. Harney. | 107. Paul Ashley. |
| 40. Isaac Stewart. | 108. Mat. Waden. |
| 41. Isaac L. Lewis. | 109. Andrew R. Anderson. |
| 42. Peter Stevens. | 110. C. F. Erricksson. |
| 43. Jno. Pitts. | 111. Nelson Ware. |
| 44. Edward Russell. | 112. Jno. Roberts. |
| 45. Casey Smith. | 113. Victor Esclapon. |
| 46. E. J. Delaney. | 114. Cozan Kirk. |
| 47. Hugh Laddy. | 115. James Strone. |
| 48. Wm. Davis. | 116. John Payne. |
| 49. Tom Laddy. | 117. Wesley Turner. |
| 50. Alfred Collins. | 118. Eli Piles. |
| 51. Mat. P. Fisher. | 119. Henry Ball. |
| 52. Isaac Johnson. | 120. Jackson Edwards. |
| 53. Wm. Lee. | 121. William Ray. |
| 54. S. D. Glenn. | 122. Jno. Forrest. |
| 55. George Day. | 123. Reuben Johnson. |
| 56. Adam Sheppard. | 124. Henry Turner. |
| 57. Henderson Stephens. | 125. R. K. Jojne. |
| 58. Alfred Brown. | 126. Dan'l Jones. |
| 59. Fred. Jenkins. | 127. Webster Brown.] |
| 60. Jim Collins. | 128. Felix Harris. |
| 61. Preston Sanders. | 129. Spencer Hamilton. |
| 62. Wm. Thomas. | 130. James Zandy. |
| 63. Nelson Harris. | 131. James Green. |
| 64. Jno. O'Brien. | 132. Chas. McCaleb. |
| 65. Spencer Garland. | 133. King Atlas, sr. |
| 66. Allen Williams. | 134. Aaron Henderson |
| 67. Geo. Washington. | 135. Wm. Crenshaw. |
| 68. Moses Cato. | 136. Robt. Franklin. |
| 69. Emmet Williams. | 137. E. J. Adams. |
| 70. Ben. Brill. | 138. Chas. Franklin. |
| 71. Joe Robinson. | 139. Bohannus Harris. |
| 72. Robt. Shaw. | 140. Bud Dickson. |
| 73. Sylvester Peterson. | 141. Simon Tyler. |
| 74. Alf. Washington. | 142. Sanders Ford. |
| 75. W. D. Ball. | 143. Archie Crenshaw. |
| 76. James Garland. | 144. Sam Lackey, sr. |
| 77. Wm. Smith. | 145. Joseph Price. |
| 78. Geo. Graves. | 146. Alfred Buckner. |
| 79. Wm. H. Myers. | 147. Jim McCay. |
| 80. Jack Toliver. | 148. Sam. Marshall. |
| 81. Albert Jordon. | 149. Luke Williams. |
| 82. Cyrus Dorsey. | 150. Anderson Crenshaw. |
| 83. Richard Jones. | 151. Peter Maxwell. |
| 84. Wm. Rakestrow. | 152. Silas Shelby. |
| 85. Jacob Watson. | 153. Lafayette Cook. |
| 86. W. J. Kersey. | 154. Issiah Kelley. |
| 87. Frank Stepney. | 155. Wm. Huston. |
| 88. Reuben Turner. | 156. George Saunders. |
| 89. Leroy Townsend. | 157. Pleasant Harris. |
| 90. Peter Barker. | 158. Granderson Jones. |
| 91. Jno. Jourdon. | 159. Oliver Washington. |
| 92. Dennis Winston. | 160. Wm. Odam. |
| 93. Frank Aikles. | 161. Dallas Brown. |
| 94. Sam. Johnson. | 162. Thos. Day. |
| 95. Reuben Young. | 163. Woodford Banks. |
| 96. Jno. Atlas. | 164. Kye Nelson. |
| 97. Henry Phillips. | 165. Levi Gardner. |
| 98. Granville Wilson. | 166. Lewis Kelley. |
| 99. Castle Green. | 167. Anderson Phillips. |
| 100. Ananias Robinson. | 168. Manuel Phillips. |
| 101. Jerry Petri. | 169. John Walker. |
| 102. Manuel Douglass. | 170. Geo. Winter. |
| 103. Alonzo Davis. | 171. Wm. Atlas. |
| 104. Stepney Gibbs. | 172. Wash Vandevere. |
| 105. Bob Lewis. | 173. George Smith. |
| 106. Willis Neal. | 174. Henry Mercer. |

EXHIBIT C—Continued.

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|-------------------------|-------------------------|
| 175. Sam. Hurt. | 243. Wig Boll. |
| 176. Allis Nelson. | 244. David Winter. |
| 177. Wash. Graham. | 245. Shack Brayson |
| 178. Ben. Daly. | 246. Matt. Taylor. |
| 179. David Montague. | 247. Ed. Williams. |
| 180. Lue. Patterson. | 248. Anderson Goodman. |
| 181. Warren Jones. | 249. Louis Karr. |
| 182. Shed. Buckner. | 250. Jim Wilson. |
| 183. James Ware. | 251. Ananias Williams. |
| 184. Ennis Davis. | 252. Thos. Crawford. |
| 185. Albert Barnett. | 253. Perry Phillips. |
| 186. Isaac Elliott. | 254. Balin Branch. |
| 187. Wm. Howell. | 255. Wm. Minor. |
| 188. Richmond Birdsong. | 256. Thos. Creecy. |
| 189. Henry Lewis. | 257. Adam Beard. |
| 190. John Jones. | 258. Warren Dobson. |
| 191. Joe Robinson. | 259. Henry Johnson. |
| 192. Wm. Douglass. | 260. Wm. Watson. |
| 193. Ned. Banks. | 261. Andrew Knight. |
| 194. N. Houghton. | 262. Willis Ward. |
| 195. Emanuel McDaniel. | 263. Sam. Matthews. |
| 196. E. L. Lorche. | 264. Henry Williams. |
| 197. Wm. N. White. | 265. Joseph Jackson. |
| 198. Fred. Jordon. | 266. Robert Garduer. |
| 199. Reuben Christmas. | 267. Cyrus Randall. |
| 200. Henry Grace. | 268. Chas. Day. |
| 201. Chas. Newton. | 269. John Gross. |
| 202. Steven Generals. | 270. Eli Crawford. |
| 203. Walter Worley. | 271. Isaac Prater. |
| 204. Green Phillips. | 272. Dennis Wilkinson. |
| 205. Henian Henderson. | 273. Billy Williams. |
| 206. Dan. Parks. | 274. Henderson Stepney. |
| 207. Gus. Turner. | 275. Silas Garner. |
| 208. Jones Mitchell. | 276. Geo. Washington. |
| 209. Miles Perkins. | 277. Jerry Briscoe. |
| 210. Peter Fields. | 278. Annias McClellan. |
| 211. Jno. Crawford. | 279. Coter Lewis. |
| 212. Henry Aldrich. | 280. Allen Parker. |
| 213. Henry Haywood. | 281. Paul Jones. |
| 214. Dennis Smedley. | 282. John Clorx. |
| 215. Bailey Butler. | 283. George Allen. |
| 216. Squire Thompson. | 284. Robt. Adams. |
| 217. Richmond Brown. | 285. Chapman Preston. |
| 218. Wm. Brown. | 286. Toney Brackett. |
| 219. Joe McClure. | 287. Albert Lee. |
| 220. Bob Porter. | 288. Henry Thomas. |
| 221. Clem Brown. | 289. Anthony Pasten. |
| 222. Alec McGoric. | 290. Jerry Key. |
| 223. Lewis Carson. | 291. Hiram Hawkins. |
| 224. Thornton Smith. | 292. Littleton Stewart. |
| 225. Joshua Terr. | 293. Wm. Smiley. |
| 226. Henry Williams. | 294. Elias Smoot. |
| 227. Cyrus Hendley. | 295. Wm. Page. |
| 228. Tom Collins. | 296. Henry Hamilton. |
| 229. Emanuel Bayley. | 297. Morton Smith. |
| 230. Timothy Byrne. | 298. Willis Whiting. |
| 231. Chas. Walker. | 299. Robt. Gilliard. |
| 232. York Boyd. | 300. Saml. Ross. |
| 233. Titus Stevens. | 301. Tom B. Overton, r |
| 234. Marsh Dash. | 302. James Reed. |
| 235. Lewis Daniels. | 303. Dennis Walker. |
| 236. Frank Phillips. | 304. Wm. Kleinpeter |
| 237. Walker Wade. | 305. Parker Joniter. |
| 238. Theo. Salter. | 306. Sam. Lackey, jr |
| 239. Wm. James. | 307. Jos. McDonald. |
| 240. Wesley Onrus. | 308. Cyrus Castin. |
| 241. Jno. Smith. | 309. Caleb Harris. |
| 242. Thomas Watson. | 310. Ben. Rogers. |

EXHIBIT C—Continued.]

311. Geo. J. Hook.
 312. Wm. Pendleton.
 313. Edmund Costers.
 314. Henry Franklin.
 315. Geo. Keiser.
 316. Nathan Smedley.
 317. Henry Mitchell.
 318. Anthony Weatherspoon.
 319. Thomas Word.
 320. Abram Haley.
 321. Ross Thomas.
 322. Anthony Easby.
 323. Ma. Jones.
 324. Henry Sutton.
 325. Mike Tompkins.
 326. Ephraim Reed.
 327. Wm. Fuqua.
 328. Jo. Johnson.
 329. George Franklin.
 330. Chas. Smith.
 331. Rich'd White.
 332. M. Duborn.
 333. Lewis Welton.
 334. Wm. Robinson.
 335. Wm. Jones.
 336. Moses Davis.
 337. Chas. Simms.
 338. George Stone.
 339. Sam. Turner.
 340. Houston Reed.
 341. Winston Cowen.
 342. Pleasant Holloway.
 343. Jessie Jenkins.
 344. Spencer Helm.
 345. Jno. Smith.
 346. Frank Corter.
 347. James Smith.
 348. Thos. Stone.
 349. Wesley Wilson.
 350. Jno. W. Groves.
 351. James Jennings.
 352. Robert Lownds.
 353. Hiram Henderson.
 354. Rayford Franklin.
 355. Jonas Ceaser.
 356. McKinsey Woodson.
 357. Andrew Griffin.
 358. J. Dobbys.
 359. Wm. Eggleston.
 360. Henderson Taylor.
 361. Henry Parker.
 362. Aaron Morgan.
 363. Henry Parks.
 364. Chas Perkins.
 365. Saml. Byns.
 366. Fielding Gains.
 367. David Williams.
 368. Thos. Winston, jr.
 369. Peter Alexander.
 370. Marshal Harris.
 371. Enos Harris.
 372. Richd. Adams.
 373. Wm. Gardner.
 374. Chas. Staples.
 375. Lymas Sanford.
 376. Sol. Johnson.
 377. Israel Henson.
 378. Robt. Reynolds.
 379. John Taylor.
 380. Peter Harris.
 381. Anderson Kennedy.
 382. Primus Perkins.
 383. Wm. Lewis.
 384. Wm. Lewis.
 385. Mingo Hopkins.
 386. Sam. Goodwin.
 387. Jackson Harris.
 388. Sol. Mallory.
 389. Gabe Bell.
 390. Geo. Washington.
 391. Thos. Blakley.
 392. Robt. Hendricks.
 393. Jackson Jones.
 394. Moses Harris.
 395. Mike Jones.
 396. Isaac Jones.
 397. Genl. Johnson.
 398. John Farwell.
 399. A. T. Gipson.
 400. Thos. Gardner.
 401. Stepnev Brown.
 402. Wm. Thomas.
 403. Bud Sanders.
 404. Anderson Harris.
 405. Hayden Summers.
 406. Sam. Williams.
 407. Wm. Freeze.
 408. Wiley Dunn.
 409. Jo. Williams.
 410. Geo. Tyler.
 411. Wallace Bowman.
 412. Richd. Wright.
 413. Joe Ballard.
 414. Jeff. Therrell.
 415. Jack Watts.
 416. Robt. Parker.
 417. Harrison Robinson.
 418. Hoyt Clements.
 419. Wm. H. Barber.
 420. Albert Reed.
 421. Hiram Dunn.
 422. Wm. Haley.
 423. Jackson Curry.
 424. Harry Harris.
 425. Emanuel Harris.
 426. James Grant.
 427. Jno. Chambliss.
 428. Jno. Wilson.
 429. Jacob Wore.
 430. Jno. Randall.
 431. Henry Taylor.
 432. King Atlas, jr.
 433. Robt. Martin.
 434. Ky. Lewis.
 435. Phil. Caleb.
 436. Thornton Washington.
 437. Jno. Miller.
 438. Fayette Johnson.
 439. Madison Vaughn.
 440. Danl. Chase.
 441. Wm. Nolan.
 442. Jack McDaniels.
 443. Robt. Talbert.
 444. Richard Henderson.
 445. Harrison Hughes.
 446. Anderson Walker.

EXHIBIT C—Continued.

448. Harry Hill.
 449. Edward Johnson.
 450. Dallas Panel.
 451. Chas. Alexander.
 452. James Owen.
 453. Geo. Jones.
 454. Peter Smith.
 455. Thos. Minor.
 456. S. P. Bernard.
 457. Jno Stockard.
 458. Nathan Shelby.
 459. Henry C. Smith.
 460. Jack Williams.
 461. Martin Brows.
 462. F. F. Montgomery.
 463. F. R. Bernard.
 464. Essex Haywood.
 465. Joe Murray.
 466. Jno. Baptist.
 467. Wm. Bonds.
 468. Jesse Shelby.
 469. Wm. Allcot.
 470. Joshua Rice.
 471. A. W. Green.
 472. Ben. Evans.
 473. Wm. Dorsey.
 474. Wm. Walton.
 475. Moses Giles.
 476. Geo. Knox.
 477. Henry Wright.
 478. Robt. Simms.
 479. Saml. Lewis.
 480. Wm. Adams.
 481. J. G. Miller.
 482. Randell Coltrille.
 483. Geo. Carter.
 484. Peter Griffin.
 485. Isaac Jackson.
 486. Peter Biggs.
 487. Alex. Dyke.
 488. Granville Peters.
 489. Chas. Williams.
 490. Andrew Karns.
 491. Richard Robinson.
 492. Amos Hopkins.
 493. Jonas Monroe.
 494. Phillip Hopkins.
 495. King Willis.
 496. Wm. B. Thomas.
 497. Eph. Stewart.
 498. Henry Raney.
 499. Jno. Robinson.
 500. Jerry Edwards.
 501. Geo. Johnson.
 502. Warren Tolliver.
 503. George Williams.
 504. Henry Maxwell.
 505. Anthony Hurd.
 506. G. S. Dorsey.
 507. Reason Williams.
 508. C. F. Pagh.
 509. Wm. Duncan.
 510. Peter Harrison.
 511. S. A. Lorche.
 512. Joseph Brown.
 513. W. P. Childress.
 514. Peter Turner.
 515. Danl. Logan.
 516. Miles Brown.
 517. James Edwards.
 518. D. L. Morgan.
 519. Ephriam Williams.
 520. Lawson Saunders.
 521. Durrel Ellis.
 522. John Landener.
 523. Moses Jackson.
 524. Tom January.
 525. Marshal Kennedy.
 526. Edwd. Sparrow.
 527. Wm. Riley.
 528. D. C. Jenkins.
 529. James Howard.
 530. Jno. W. McCue.
 531. Chas. Henderson.
 532. Sike Richardson.
 533. Wm. Mason.
 534. Henry Brown.
 535. Isaiah Johnson.
 536. Emanuel Chapman.
 537. Jackson Bowers.
 538. L. B. Clarkson.
 539. Lorrins Perkins.
 540. Ed. Dunn.
 541. Wm. Parker.
 542. Jno. Brackett.
 543. Lewis Williams.
 544. Ben. Overton.
 545. Baxtom Hoare.
 546. Ki Soloman.
 547. Abe Williams.
 548. Green Guino.
 549. Alex. Armstrong.
 550. Danl. Rice.
 551. H. C. Dobyns.
 552. Hiram Hatcher.
 553. Jno. M. Jones.
 554. Martin Wilbur.
 555. Jno. Davenport.
 556. Jacob Hall.
 557. Wm. Bridges.
 558. Alex. Hill.
 559. Danl. LaGrand.
 560. James Jackson.
 561. Anthony White.
 562. Jack Anderson.
 563. Robt. Marshall.
 564. Pope Robinson.
 565. Geo. Young.
 566. C. A. DeFraner.
 567. Cyrus Chambers.
 568. Coleman Tucker.
 569. Morris Evans.
 570. Alex. Carter.
 571. Robt. Gilmore.
 572. Thos. Winston.
 573. Gabriel Cole.
 574. I. N. Kent.
 575. Frank Tyson.
 576. Jno. Mellon.
 577. Lewis Gregory.
 578. Jno. Ranson.
 579. Jeff. Rogers.
 580. Jno. Melton.
 581. Aaron Cooke.
 582. N. D. Ingram.
 583. Simon King.
 584. C. M. Pilher.

EXHIBIT C—Continued.

585. Dan. Hawkins.
 586. Edward Campbell.
 587. Ned Carr.
 588. E. S. Willson.
 589. C. H. Webb.
 590. Nat Burrell.
 591. C. J. Irrant.
 592. L. G. Balford.
 593. M. S. Powell.
 594. H. Cherry.
 595. James King.
 596. Geo. Jones.
 597. Taylor Hart.
 598. J. W. Montgomery.
 599. Richd. Lee.
 600. James McGuire.
 601. R. W. Williams.
 602. Henderson Dickson.
 603. Frank C. Taylor.
 604. Wm. Matley.
 605. Dan. Moulton.
 606. Alex. Harris.
 607. Isham Triskand.
 608. Wm. Henderson.
 609. Garey Hood.
 610. Mike Roach, jr.
 611. Horace Thomas.
 612. Isaac Miller.
 613. Ned Richardson, jr.
 614. B. P. Shelby.
 615. E. H. Davis.
 616. Geo. Blackburn.
 617. Ed. F. Newman.
 618. Mat. Smith.
 619. Geo. Harris.
 620. Peter Jackson.
 621. Golden Williams.
 622. Henry Motley.
 623. Elias Burley.
 624. S. T. Le Moy.
 625. Jno. Wiggins.
 626. W. R. C. Lyons.
 627. Wm. Williams.
 628. B. H. Lanier.
 629. T. F. Montgomery.
 630. Jno. Stewart.
 631. B. Leddy.
 632. S. T. Austin.
 633. Griffin Storks.
 634. Miles Cormick.
 635. Andrew Atlas.
 636. John Martain.
 637. Edmund Brown.
 638. Wash. Duncan.
 639. John Robinson.
 640. Wm. T. Carver.
 641. Jason Hamilton.
 642. Jordan Robinson.
 643. Mat. McAllister.
 644. Anthony Manson.
 645. Solomon Walker.
 646. Wiley Rose.
 647. W. L. McMillen.
 648. F. L. Myers.
 649. Jno. A. Grest.
 650. Jno. Byrne.
 651. Chas. Wright.
 652. O. C. Wessoman.
 653. F. M. Hays.
 654. J. A. Delauney.
 655. Chas. Hicks.
 656. James Woolrich.
 657. Henry Day.
 658. Major F. Cook.
 659. M. J. Groce.
 660. David Hall.
 661. C. W. Hamilton.
 662. Jesse Rossell.
 663. M. A. Sweet.
 664. Chas. Diels.
 665. Lewis Hite.
 666. Nat Murfre.
 667. Hugh McGuire.
 668. Lloyd Davis.
 669. Jerry Waterman.
 670. Edward Jackson.
 671. Richd. Stewart.
 672. Z. S. Malbry.
 673. F. M. Hoppin.
 674. Henry Douglass.
 675. Joseph Craig.
 676. I. L. Murry.
 677. W. W. Hunter.
 678. R. M. Lockey.
 679. W. D. Childress.
 680. Thos. Hamilton.
 681. John J. Parit.
 682. Alfred Whitfield.
 683. Wm. Maguire.
 684. W. B. Dickey.
 685. Saml. Chapman.
 686. C. R. Egelly.
 687. Lewis Irwin.
 688. Irvin Davis.
 689. John Hamilton.
 690. Geo. Johnson.
 691. Walter West.
 692. Aaron Coleman.
 693. Peter Davis.
 694. Alfred Crenobow.
 695. John Fitzgerald.
 696. J. L. Davis.
 697. B. F. Therrel.
 698. Wm. Brown.
 699. W. D. Christian.
 700. J. M. Kennedy.
 701. W. W. Benham.
 702. Saml. Robinson.
 703. F. B. Watkins.
 704. Lewis Mitchell.
 705. Simon Lewis.
 706. F. M. Melrose.
 707. Lewis J. Ritter.
 708. J. E. Leonard.
 709. J. D. Tompkins.
 710. Thos. Johnson.
 711. E. C. Mauning.
 712. Thos. Chapman.
 713. Roland Perkins.

STATE OF LOUISIANA, *Parish of Carroll:*

We, the undersigned, duly commissioned and sworn commissioners of election in and for the Second ward, parish and State aforesaid, do solemnly swear (or affirm) that the foregoing list of voters, in and for said ward, is true and correct; so help us God.

W. W. BENHAM.
TOM. L. MONTGOMERY.
S. L. MURRAY.

Sworn and subscribed to before me this 2d day of November, A. D. 1874.

STERLING T. AUSTIN, JR.,

Justice of the Peace.

There is no evidence contradicting this poll-list, but it stands as admitted evidence of the number of votes cast at this poll, which was 713. It is not contended by contestant that a single man upon this list who voted was not a legally qualified elector, nor has any testimony been adduced tending to prove that these 713 persons did not vote on November 2, 1874, at poll No. 2, in Carroll Parish. We understand that the elections are simply the method whereby the citizens of the country may manifest their choice or preferences, and when they have proceeded in accordance with law, and manifested through legal forms their choice or preference by the ballot-box, their right and privilege so to do will not be taken away from them as long as their preference or choice can be ascertained. Did these 713 electors, at poll 2, Carroll Parish, November 2, 1874, in accordance with law, express their choice or preference? Secondly. Can that choice or preference be ascertained by the evidence before us? The law governing this subject, as laid down by all writers, is "that to set aside the returns of an election is one thing; to set aside the election itself is another and a very different thing. The returns from a given precinct being set aside, the duty still remains to let the election stand. The return is only to be set aside, as we have seen, when it is so tainted with fraud or with the misconduct of the election-officers that the truth cannot be adduced from it. The *election* is only to be set aside when it is impossible, from any *evidence* within reach, to ascertain the true result; when neither from the returns nor from other *proof*, nor from *all together*, can the truth be determined. It is important to keep this distinction in mind."

Again, quoting from Brightley's Election Cases, section 551, referring to the authorities there cited, the supreme court of Pennsylvania in *Chadwick vs. Meldin*, said: "That there is nothing which will justify the striking out of an entire division but an inability to decipher the returns, or a showing that not a single legal vote was polled, or that no election was legally held. Undoubtedly the general rule is that if the legal votes cast in good faith by honest electors, it is the duty of the court or tribunal trying a contest, to ascertain their number, and give them due effect, notwithstanding misconduct, or even fraud, on the part of the election officers. Such fraud may destroy the value of the officer's certificate, and may subject him to severe punishment, but the innocent voter should not suffer on that account." "Indeed, nothing short of the impossibility of ascertaining for whom the majority of votes was given ought to vacate an election." (McCrory, 304.)

In *State vs. Steers*, Brightley's Contested Cases, p. 303, it was held that the governing principle in all cases is clearly to ascertain the will of the voters. Again, the committee of this House, in *Colden vs. Sharpe*, C. & H., 369, says: "The committee will forbear from exhibiting any argument to prove the votes thus fairly and honestly given ought not to be lost or set aside for any omission or mistake of any of the returning-officers. It is conceived to be entirely unnecessary to prove that

that which has been the uniform decision of the House of Representatives ever since the formation of the Government, has been correct."

In *Weaver vs. Given*, Brewster's Repts., pp. 144-5, "careless, ignorant, or even willful neglect of the election laws cannot operate to annul an election." Bearing upon the same point, in *Flanders vs. Hahn*, 1st Bartlett, 438, is the following: "A disregard of a mere directory provision of the law cannot annul an election carried on with all the essentials of an election, and with perfect fairness."

In *McHenry vs. Yeaman*, same, p. 550, "occasional irregularities should not vitiate an election." In *Covode vs. Foster*, 2d Bart., 614, it was proved that William Spears was brought in as an officer during the counting of the votes, after the election was closed, to take the place of Mr. Hurse, the democratic clerk, who was taken ill. Mr. Spears was not sworn. Hurse subsequently signed the returns. Mr. Randall, in his very able report commenting on this evidence, says: "We do not consider that the temporary introduction of Mr. Spears should impair the validity of the poll. He did not force himself in, nor was he objected to by any. He performed his duty with fairness and proper decorum." In *Blair vs. Barrett*, 1 Bart., 315: "Honest electors should not be disfranchised, and their voice stifled in the mere omission of the officers of election to take the oath of office." In *Mallory vs. Merall*, C. & H., 328: "Votes fairly given may be counted in favor of the party, though they have never been returned to the proper State authorities, default of return not being chargeable on such party."

In *Barnes vs. Adams*, 2 Bart., 768, reported by Hon. George W. McCrary, which was adopted by the House, we find the following: "If this House shall establish the doctrine that an election is void because an officer thereof is not in all respects duly qualified, notwithstanding it may have been a fair and free election the result will be very many contests, and, what is worse, injustice will be done in many cases. It will enable those who are so disposed to seize upon a mere technicality in order to defeat the will of the majority." From these authorities, we think it is clear "that an election is complete when the electors have delivered their suffrages into the hands of the legal depositary; that no mistakes can alter the result; that it is the duty of the House to ascertain the fact as to the actual vote cast by such evidence as it may choose to admit. A different construction may deprive this body of the most effectual safeguards of their political rights. It would, in effect, be an admission that the honorable House must be composed of such as the officers of towns or parishes might think proper to send, and not such as the freemen had elected, and open the door to great frauds and abuses."

As to the first proposition, viz: "Did these 713 electors of Carroll Parish, on November 2, 1874, express their choice or preference for member of Congress?" the evidence of both contestant and contestee prove that they did. There can be no dispute on this point. It remains, then, to answer the second proposition, viz: "Can that choice or preference be ascertained from the evidence before us?" And, thirdly, was the election free and fair? Assuming that the evidence of the commissioners and those employed in holding and conducting the election is competent, we now proceed to present all the evidence, both of contestant and contestee, as to the number of votes polled.

W. W. Benham, one of the commissioners of election, and witness for contestee, p. 50, record, testifies:

Q. Of the votes cast at poll No 2, state if you know how many were cast for W. B. Spencer and how many for Frank Morey, respectively, for Congress.

(Contestant objects to this question on the grounds heretofore stated.)

A. Upon summing up the tally-sheets on congressional vote, there were found to be three or four votes less on the congressional vote than the number of votes shown by the list. The vote for Spencer was either forty-nine or fifty; and the balance of the vote, less the three or four who did not vote for Congress, was the vote received by Frank Morey—six hundred and sixty or six hundred and sixty-one.

Q. In voting at that election, were or not all the candidates voted for on one ticket or ballot?—A. The names were all on one ticket.

Q. Then, when you state that there were three or four less votes for candidates for Congress than for other candidates, do you mean that the names of the candidates for Congress were erased from the three or four tickets?—A. I do.

Q. Was or not the result of the vote given to the United States supervisor or other persons present or publicly announced, as soon as the result was ascertained?—A. A memorandum of the vote was taken from the tally-sheets by Mr. Lanier and Capt. W. B. Dickey.

W. B. Dickey, witness for contestee, swears, (p. 54, record :)

Q. How long were you at that poll on that day and immediately afterward?—A. Was there all day until the poll closed. At the closing of the poll I retired, and returned to the poll between 12 and 1 o'clock that night, when they were still engaged in counting the votes, where I remained until the counting was completed. When I came in between 12 and 1 o'clock at night, I took the place of Thomas F. Montgomery, democratic commissioner at that poll, in keeping one of the tally-sheets, and remained until the count was finished.

Q. Did you or not learn the result of the vote cast at that poll when the count was completed? And, if so, state what it was, if you recollect.

(Contestant objects to this question.)

A. I think the entire number of votes cast at said poll was seven hundred and nineteen. The vote for senator was two hundred and eighty-two for Gla and four hundred and twenty-seven for Benham. There were forty-nine for Spencer for member of Congress and for Morey six hundred and sixty-four or five for Congress. I do not recollect the vote cast for State treasurer, but that Moncure got about the same vote as Spencer did, and Dubuclet about the same vote as Morey did.

Q. Did you take any memoranda of any part of the result of the election at poll No. 2; and, if so, does the statement that you have made with regard to the vote for member of Congress agree with the memorandum that you took at the closing of the count?

(This question objected to by contestant.)

A. I did take a memorandum of the votes so far as the candidates for senator, members of Congress, and house of representatives, and the memoranda, so far as Congress is concerned, agreed with my testimony on that point. I have lost all my memoranda except that of senator, or misplaced them.

And on cross-examination by contestant, he swears :

Q. You state that you were not present during all the time that the votes were being counted and tallied. Do you know of your own knowledge the truth of the statement of the votes given by you?—A. I only know that the three tally-sheets kept agreed at the end of the counting. I do not know of my own knowledge that these tally-sheets were correctly kept during the whole time of counting, as I was not present all the while. I know that mine was correctly kept from the time that I commenced keeping it.

Q. Are you positive about the congressional vote, and have you never stated it differently?—A. I am positive about the congressional vote, and do not recollect of ever having stated it differently.

B. H. Lanier, witness for contestee, swears, (pp. 48-9 :)

I remained at the polls until after the votes were counted, and assisted in keeping the tally-sheet.

Q. State, if you know, what the total vote was that was cast at that poll, and state the vote that was cast for the candidates for Congress, if you know.

(Contestant objects to this question, as heretofore.)

A. According to the best of my recollection, the entire vote for congressional candidates was something over seven hundred. I think Spencer received forty-eight, forty-nine, or fifty votes, and Morey the balance of the total vote.

Q. Were or not several tallies kept by different parties present; and, if so, were or not they kept under the direction or supervision of commissioners at the poll?—A. There were three tally-sheets kept under the direct supervision of the commissioners at poll No. 2. One of these tallies I assisted in keeping. Those who kept each tally relieved each other from time to time in the labor.

Cross-examined :

Q. Did you keep a tally during the whole time and continuously while that vote was being counted?—A. I did not. I think it took about twenty-four hours to count the vote,

and it would have been impossible almost for a man to have tallied continuously for that time.

Q. Do you know of your own knowledge what the vote and result at that poll was?—

A. In my direct examination I gave the result of that vote to the best of my knowledge and belief.

W. A. Blacut, called by contestant, (pp. 60, 61,) swears :

Q. Did you or not see the tally-sheet and other papers of poll No. 2, when the counting and tallying at that poll was completed?—A. I saw the list of voters who had voted and the tally-sheets about 8 o'clock Tuesday night, after the votes in the box had been called. The tally-sheets were not then cast up and carried out, nor signed by the commissioners; but Mr. Dickey figured up for his use and mine the number of votes that were cast for two of the candidates, to wit, Gla and Benham, candidates for State senate.

Q. Please state what that vote was.

(Objected to by contestant.)

A. The vote was, Gla, two hundred and eighty-two; Benham, four hundred and twenty-seven.

Q. Did you or not at that time ask for or take a memorandum of the vote for Spencer for Congress at that poll? And, if so, state what it was.

(Contestant objects to this as heretofore, as incompetent evidence.)

A. I did take a memorandum, and it was sixty-five votes.

Q. Have you ever made any statement of the election in Carroll Parish to the chief supervisor for this State of this judicial circuit at New Orleans?—A. I sent a statement to A. J. Aiken, at New Orleans, to be delivered to the democratic central committee, giving a statement such as I got from deputies I appointed at different polls, but who were not appointed by Judge Woods, and whom I appointed, supposing I had the right to do it. I knew nothing about the correctness of the statements I got from the deputies.

Re-examined by contestant:

Q. You say you counted sixty-five tallies on the tally-list of poll No. 2 for Spencer. From your knowledge of the persons voting at this poll, do you not believe that he received more than that vote in point of fact?

(Objected to by contestee.)

A. From my knowledge of persons voting at said poll, and the list of voters, I think Spencer received thereat more than sixty-five votes.

Recross-examined by contestee:

Q. Do you of your own knowledge, except as derived from the tally-sheet, know that Spencer received sixty-five votes at poll No. 2?

(Contestant objects to this question.)

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

By an examination of all the testimony introduced it will be observed that all the evidence as to the actual vote cast at this poll, with the exception of that of one witness, was introduced by contestee. Montgomery, contestant's witness, swears that he signed all the papers that he believed were necessary according to law. He swears positively that he signed the poll-list, heretofore commented upon, and nowhere is this poll-list contradicted. We, therefore, have the evidence uncontradicted that 713 persons did vote at this poll. The highest number of votes which contestant can possibly claim by the evidence is 65, which is sworn to by W. A. Blount, the United States supervisor at that poll, who says that he took a memorandum of the vote for Spencer at that poll, and that the vote was 65. This witness is contradicted by three other witnesses, to wit: Benham, one of the commissioners, who swears that he counted all the votes, says that Spencer's vote was 49 or 50; and is corroborated by W. B. Dickey, appointed by the commissioners to keep the tallies, (as Montgomery testifies,) Dickey swearing positively that Spencer received 49 votes at this poll; and B. H. Lanier swears that Spencer's vote was 49 or 50. It certainly cannot be claimed by contestant that he is entitled to any more votes than the highest number that he has proven. Notwithstanding this witness, who testifies that Spencer received 65 votes, is contradicted by three other witnesses, we concede contestant 65 votes. Benham swears that there were four blank

votes cast. Adding the four blank votes to the 65 votes conceded to Spencer, we have 69 votes to be deducted from 713, which leaves the number sworn to and admitted by contestant's evidence, viz, 644, the lowest number which can possibly, from the evidence, be counted for Morey. Contestant does not attempt to disprove that these votes, 644, were cast for Morey. Nowhere in his evidence in rebuttal is there one word of evidence upon the subject; showing that contestant puts his claim upon the ground that Carroll Parish should be rejected by the committee on account of the loss of the returns, and by this method obtain the seat to which he was not elected. No testimony adduced shows that Morey, in any manner or form, was responsible for any of the negligence or misconduct of any of the election commissioners or officers. Nor does the contestant, by any evidence, prove that contestee's partisan friends were responsible for any of these irregularities or abuses. We now come to consider the fairness of the election.

Poll 2, Carroll Parish.

The only specific charge of contestant in his notice of contest touching the election at this poll is as follows:

At ward or poll No. 2 in said parish, on said 2d November, 1874, the said George C. Benham and others of your partisans did, by unlawful and violent conduct and threats, intimidate the colored voters of said parish, and snatched their ballots from their hands as they approached the polls to vote, and forced them to take and vote other ballots than those they had and were going to vote, thereby wrongfully and fraudulently procuring, by force and intimidation, votes in his and your interest; which violent conduct was persisted in throughout said day at said poll, in violation of the freedom of election secured by law.

Contestant abandoned this charge and took no evidence in support thereof.

All the witnesses who were examined in this connection by contestant and contestee are T. F. Montgomery and W. W. Benham, democratic and republican commissioners of elections at that poll, respectively; M. A. Sweet, B. H. Lanier, and W. B. Dickey, who assisted in keeping the tally-sheets at that poll, and J. E. Beonard, district attorney of that judicial district and a voter at that poll. Their evidence is so uniform as to the fairness and legality of the election held at this poll that we will merely quote their evidence on this point, and then leave that branch of the subject.

T. F. Montgomery, witness for contestee, who swears that he is a civil engineer and planter, testifies as follows, (p. 33, record):

Q. Were you the democratic commissioner of election at poll No. 2, in the parish of Carroll, on the 2d of November, 1874?—A. I was.

Q. Did you see any fraud or ill practices in the conduct of the election at that poll?—A. I did not.

Q. Did you hear any charges of fraud or unfairness made?—A. Not during the election.

Q. If there had been any fraud or ill practices, would you not have been likely to have noticed it?—A. I would. I watched the proceedings quite closely.

W. W. Benham, witness for contestee, swears as follows, (pp. 50 and 52, record):

Q. Were you one of the commissioners of the election at poll No. 2?—A. I was.

Q. What was the character of the election held at poll No. 2, so far as peace, order, and fairness was concerned?—A. Everything was quiet the entire day. The democratic commissioners expressed themselves as being perfectly satisfied with the fairness of the count and the election generally. Heard no complaints as to the fairness of the election from anybody.

M. A. Sweet, witness for contestee, swears, (p. 44, record):

Q. Was the election at said poll fairly conducted?—A. It was.

Q. Did you hear any complaints made by any party on the day of the election at said poll?—A. I did not.

Q. Did general good feeling seem to prevail at the poll?—A. It did; everything seemed to be harmonious.

B. H. Lanier, witness for contestee, swears, (p. 48, record :)

Q. State what you know of the character of the election held on that day at that poll.—A. I was at and around the polls the entire day. The election was peaceable, quiet, and generally regarded as very fair. I remained at the polls until after the votes were counted, and assisted in keeping the tally-sheet.

W. B. Dickey, witness for contestee, swears, (p. 54, record :)

Q. How long were you at that poll on that day and immediately afterward?—A. Was there all day until the poll closed. At the closing of the poll I retired and returned to the poll between 12 and 1 o'clock that night, when they were still engaged in counting the votes, where I remained until the counting was completed.

Q. Was or not the election held at that poll peaceable, quiet, and fair?—A. It was, and was so generally admitted by all parties.

And, on cross-examination by contestant, he swears:

Q. Did you hear any complaints on the day of election at poll No. 2 of persons taking tickets out of the hands of colored voters and tearing them up and giving them others?—A. I heard of no complaints until after the polls were closed.

J. E. Leonard, witness for contestee, swears, (p. 55, record :)

Q. Did you vote at the election 2d of November last; and, if so, where, and about what hour of the day did you vote?—A. I voted at poll No. 2, parish of Carroll, late in the afternoon.

Q. Do you know of or did you hear of any complaints made on that day against the fairness of the election held at that poll?—A. I heard no complaints until a number of days after the election, when Nicholas Burton came to me to bring a suit for him, the record of which was offered by contestant.

It will be observed by an examination of this evidence, it being all that was adduced in reference to the fairness of the election, that it was peaceable, quiet, and fair. There is no attempt to prove fraud or misconduct up to the closing of the poll, nor is there any attempt to prove fraud at this poll at all. We, therefore, are satisfied, from the testimony as to this poll, as well as in regard to the equities of the case, that this poll should be counted. Taking 65 votes, the vote received for Spencer, from 644 votes, the number received for Morey at this poll, we have 579, the majority for Morey at this poll, which, taken from Spencer's majority brought forward from poll No. 1, 456, will leave a majority for Morey of 123.

The general charge which is applied to polls 1 and 2 applies to

Poll No. 3.

In addition, contestant, in his notice, gives as a special reason why poll 3 should be rejected, that at this poll R. K. Anderson, the commissioner of election, did, while receiving polls, deface and obliterate names thereon with pen and ink, with the intention of changing the returns made, &c. It is not necessary to recapitulate the argument made in regard to poll No. 2. As the evidence in regard to the absence of the returns is the same as that in poll 2, therefore the argument with reference to poll 2 on that subject applies to this poll.

We now proceed to take the specific reason named in contestant's notice why this poll should be rejected. It will be seen from the evidence that there is not one word sustaining the special charge made against this poll of irregularities, fraud, or misconduct. Contestant seems to have abandoned the charge which he made against this poll. He does not introduce a single witness or produce any testimony in regard to it.

Contestee introduces the only witness who testifies in regard to poll No. 3. We give the evidence in regard to this poll.

The first witness is John Scott, (p. 35 record,) who swears :

JOHN SCOTT, being sworn, testifies as follows :

Question. Were you present at the election held at Ward No. 3 on the 2d of November last ?—Answer. I was.

Q. Was or not the election at that poll fairly conducted as far as you observed ?—A. It was, all but two things, which I did not think was right, to wit : That the tickets of some of our men, the Gla men, were taken away from them and torn up by the Benham men ; and Captain Anderson, one of the commissioners, opened the tickets and looked at them before putting them in the box, sometimes pushing them in the box with the ink end and sometimes with the other end of his pen.

Q. There were two factions, the Gla and the Benham factions, of the republican party, were there not ?—A. There were.

Q. Did not both of these factions support Morey for Congress ?—A. I believe they did ; most of them, anyhow.

Q. Do you know of any republicans who supported Spencer for Congress ?—A. I don't believe I do.

Q. Do you know of any republicans who did not support Morey ?—A. I do not.

Q. There was considerable bitterness between the two factions of the republican party in Carroll Parish, was there not ?—A. There was.

Q. Was Morey's name on the tickets of both factions ?—A. It was.

The next, R. K. Anderson, commissioner of election at this poll, (pp. 37 to 39,) swears :

Question. State your name and place of residence.—Answer. My name is Robert K. Anderson. I reside in Carroll Parish.

Q. Were you at the election held on November 2, 1874, and what official position did you occupy ?—A. I was at poll No 3, Ward No. 3, and was commissioner of election at said poll.

Q. State what you know of the manner in which the election was held and conducted at the poll for which you were commissioner.—A. The election was peaceable and fair. I knew of no charges of unfairness being made at the time. It was generally admitted by both republicans and democrats present at the polls that the election was free and fair. The ballots were counted at the poll under the direction of the three commissioners, namely, myself and Dub Anderson, republican commissioners, and Robert M. Bagley, democratic commissioner, all three of whom signed the returns. The returns were then delivered to the supervisor of registration at Lake Providence, parish site.

Q. How many votes were cast at said poll, and what was the vote cast at said poll for W. B. Spencer, and how many for Frank Morey, candidates for Congress ?

(This question is objected to by contestant on the grounds heretofore stated, and on the grounds that the returns are the only proper evidence of the matters inquired of.)

A. My recollection is that there were five hundred and fifty votes cast in all. There were seven votes cast for Spencer, two blank as to member of Congress, and the balance for Morey.

Cross-examined by contestant :

Q. When were the returns of said poll signed, where, and were they signed in duplicate or only one set made out ?—A. They were signed and sworn to the next day after the election, not at the polls, but at Providence. They were sworn to before S. T. Austin, justice of the peace ; said returns were not made in duplicate, but a single copy made.

Q. In stating the number and result of the votes at said poll, are you positive, or do you only speak from memory ?—A. I speak from memory only as regards the total number of votes cast. I am positive as to the two blank votes and the number of votes by Spencer. Am positive that Morey got the balance. I am positive that there were more than five hundred votes cast.

Robert M. Bagley, (p. 48,) democratic commissioner at this poll, (pp. 40 to 42, swears :) :

My name is Robert M. Bagley. I reside in the Third ward, parish of Carroll, am a planter and merchant, and was appointed and served as democratic commissioner of election for poll No. 3, parish of Carroll.

Q. Were you present all day during the election and afterward until the vote cast at said poll was counted ?—A. I was.

Q. State how the election at that poll was conducted.—A. The election was conducted very loosely. I know that the law was not complied with in many instances. There were

a great many charges of unfairness which I, as commissioner, attempted to correct, but was overruled. There was some disturbance on the day of the election between contending parties, especially among the constables, who were very partisan, all belonging to the same side. Candidates for office were allowed to keep the tally-sheets.

Q. Specify the instances in which the law was not complied with.—A. Parties were allowed to vote who I know were under age, and others who had not proper registration-certificates. The ballots were not counted nor returns made out until thirty-six hours after the closing of the polls. The official count upon which the returns were made was made in Providence thirty-six hours after the close of the election. The box was opened at the poll at the conclusion of the election and the names of persons voted for called off; but there was no official count kept of them at that time.

Q. Did you or not yourself keep an account of the votes that were cast at that poll as made out from the actual count of the votes cast?—A. I kept one of the tally-sheets; whether the count was correct or not I do not know. I tallied as the names were called from the ballots.

Q. Who called the names from the ballots?—A. R. K. Anderson, one of the republican commissioners.

Q. Were or not the votes called off in the presence of other parties?—A. There were other parties in the room. Whether they saw the names on the tickets called I do not know.

Q. Did the tally-sheet that you kept agree with the return from that poll which you signed and swore to as being correct?

(Contestant objects to this question.)

A. The tally-sheet which I kept did correspond with the return which I signed and swore to.

Q. Did not the commissioners adopt the tally-sheet which you kept as the correct tally-sheet?

(Question objected to by contestant.)

A. They did, because the balance of the tally-sheets did not correspond.

Q. On the return which you swore to as being the correct statement of the votes cast at poll No. 3, how many votes were cast for William B. Spencer for Congress and Frank Morey for Congress?

(This question is objected on ground previously stated to other questions by contestant.)

A. I do not remember either now well enough to swear to them.

Q. Did you or not make affidavit, which affidavit was before the returning-board, in which you stated the exact number of votes cast for W. B. Spencer and for Frank Morey for Congress, and which affidavit stated that this was the vote stated in the returns which you signed and swore to as being the correct statement of the votes cast for Morey and for Spencer, respectively, at poll No. 3?

(This question objected to by contestant.)

A. I know I made an affidavit before the returning-board, and think, though I am not positive, that I stated therein the vote for Morey and Spencer. My statement in that affidavit, whatever it was, was correct.

Q. If in that affidavit you swore that William B. Spencer received seven votes and Frank Morey five hundred and ten, was or not that the correct statement of the votes cast for those persons?

(Contestant objects to this question.)

A. It was.

Q. Do you know of any person at poll No. 3 who was prevented from voting by any disturbance which took place on the day of the election?—A. I do not.

Q. Do you know of any person at poll No. 3 who voted for Morey for Congress who did not do so of his own choice?—A. I do not.

Q. Was anybody arrested, or did you, as commissioner, arrest, ask to have arrested, or issue a warrant for the arrest of any person for violation of the election law at poll No. 3 on the day of election?—A. I did not.

Q. When you stated that the counting of the ballots was not commenced until thirty-six hours after the election, do you mean that the counting of the votes which you tallied, and which was adopted by the commissioners as the correct tally, was not commenced till thirty-six hours after the election?—A. What I mean by the official count having been made at Providence is this: At the conclusion of the tallying of the votes at the poll, and, I think, without having cast up the tallies, the ballot-box, with the tally-sheets, votes, &c., in it, sealed up, was taken to Providence by R. K. Anderson and Nelson Blackwell, republican deputy United States supervisor for said poll, to be delivered to the clerk of the court. I went to Providence on Wednesday, and, with the other commissioners, recounted the votes. Finding them to correspond with the tally-sheets, we made up the returns and signed them, and swore to their correctness.

Cross-examined:

Q. When you state that on getting to Providence you and the other commissioners recounted the votes, do you mean that you again called over and tallied each name on each

ticket, or that you only counted the number of tickets in the box?—A. I mean that at Providence we only counted the number of tickets in the box, and did not tally them over again.

Q. Were you or not, after closing up the box and tallies and ballots at the polls, constantly with that box until your returns had been made and sworn to; and where was the box in the mean time?—A. I was not constantly with it. I saw the box in Providence on Tuesday evening in possession of the republican deputy United States supervisor and Mr. Anderson. They took the box out of Providence that evening. I do not know of my own knowledge where they took it.

Q. Why were you not with that box all the time?—A. We, the commissioners, agreed to put the box in the hands of the said United States supervisor to bring to Providence. This arrangement was made for our mutual convenience.

Q. In making your tally-list, did you verify it by the votes themselves?—A. I did not.

Q. Did you see what purported to be your signature to returns and tally-sheets put before and canvassed by the State returning-board; and, if so, were your signatures thereto genuine?—A. I did see said returns, and what purported to be my signature to the returns of poll No. 3 was a forgery.

Q. You have stated that you did not take any steps to arrest disturbers of order at said poll No. 3. Why did you not do so?—A. Because I was conversant with the election-law, and did not know that I was authorized to do it.

Q. Did you see at said poll any undue influence or effort to prevent voters from voting as they wished; and, if so, what?—A. I did see undue influence used. I saw one man have nearly all of his clothes torn off of him by parties attempting to get him to vote as they wished. The man told me afterward that he would have voted differently, but was afraid.

Re-examined by contestee, Frank Morey :

Q. Was there any material difference between the tally-sheet kept by you and that kept by other parties; and, if so, what?—A. There was a considerable difference; I cannot state the exact amount.

Q. This man who told you he would have voted differently, did he tell you he would have voted differently as to member of Congress?—A. He did not.

P. Jones Yorke, (p. 48,) swears :

P. JONES YORKE, sworn for contestee, Frank Morey, testifies :

Question. State your name, residence, and occupation, and where you were on the 2d of November last at the election.—Answer. P. Jones Yorke; Third ward, Carroll Parish; planter; poll No. 3.

Q. State what you know of the manner in which the election at said poll was held and conducted.—A. Was at said poll nearly all day. The election was quiet and orderly, and the people voted promptly. It was as quiet and as fair an election as I ever saw. It was generally conceded that the election was free and fair by members of both parties. I remained all night and till the counting of the votes was finished next day, and until the tallies were made up and the ballot-box sealed.

Q. Do you recollect what vote was cast at that box for the candidates for Congress? If so, state what it was.

(Contestant objects to this question, as heretofore.)

A. I do not recollect the exact number, but there was between five and six hundred cast at that poll. They were nearly all cast for Morey, both factions of the republican party voting for Morey. Spencer received only the votes of a part of the democrats who voted at that box.

Cross-examined :

Q. Were you not a candidate on the ticket of one wing of the republican party for the legislature?—A. I was.

From an examination of the testimony in regard to this poll, it will be observed that there is not a single irregularity proven. The election was fair, peaceable, and quiet. All the witnesses agree as to this point. The votes were counted without removing the boxes, the returns were made out, sealed up in the boxes, placed in the custody of R. K. Anderson and Nelson Blackwell, and taken to Providence, the parish-seat, where, the next day, Montgomery, the democratic commissioner, testifies he went and proceeded to open the box, compared the ballots with the tallies kept, made the previous evening, found that they agreed, made up the returns and swore to them. Montgomery also says that "we, the commissioners, agreed to put the box in the hands of the said United States supervisor to bring to Providence;

that this arrangement was made for our mutual convenience." It will only be necessary to cite the case of *Arnold vs. Lee*, (C. & H., 601,) to establish the fact, *Cook vs. Slought*, that this irregularity would not of itself vitiate the election. In fact, from the foundation of the Government to the present time the authorities all agree in this particular. In the case of *Arnold vs. Lee*, the evidence shows that the voting at the poll was done by placing the tickets in a gourd, that the election was closed, the ballots in the gourd tied up in a pocket-handkerchief, and in this condition given in the custody of the sheriff, who voted against contestant, took them to a store and placed them in a trunk in a room in the building.

The evidence further showed that the proprietor of the establishment where the ballots were received was not only a personal but a political enemy of the contestant, and had declared that he should not be elected. The House held in this case that, unless contestant could show that some fraud had been committed, which could change the result, the evidence was insufficient to throw out the poll. The authorities heretofore cited in regard to *Concordia Parish* and polls No. 1 and 2 of this parish, apply as to this poll. It is not deemed necessary to add anything to what has been already said on this subject. As to the vote cast, one of the commissioners, R. K. Anderson, testifies that there were 550 votes cast in all. There were 7 votes cast for Spencer, for member of Congress, and 2 blanks, the balance for Morey. This evidence stands unimpeached. Spencer cannot claim that he received more than 7 votes. He nowhere attempts to contradict the evidence of Anderson. But contestee does not depend upon his partisan friends, for this poll is sustained upon the evidence of the democratic commissioner and the democratic member of the returning-board of Louisiana, Mr. Arroyo, and Mr. Bagley, who, on his examination in this case, exhibited a degree of forgetfulness, to use no stronger term, that certainly was extraordinary. But, fortunately for contestee, Mr. Bagley, at a time when his memory was fresh, with the memorandum before him, made an affidavit which was presented to the returning-board at New Orleans. It is true that contestee has not furnished a copy of that affidavit. There is one affidavit of Bagley in the evidence, but that does not state the number of votes received by contestant and contestee. But he says that if he did make an affidavit giving the number of votes received by Spencer and Morey, the statement therein contained is correct. Mr. Zachariah, (p. 16, record,) says:

Mr. Bagley made a subsequent affidavit, in which he alleged that what purported to be the correct returns from that poll was a forgery, in two respects: first, the signature purporting to be his was not his signature; and secondly, that the true, original tally-sheet had been made out in red ink, whereas that shown the board was made out in black ink, showing conclusively that Mr. Bagley made two affidavits.

Mr. Arroyo, (p. 13,) says:

Q. The board did so recognize the returns as forgeries?—A. That is, there were affidavits read before the board of these three gentlemen, Spann, Montgomery, and Bagley, stating the actual number of votes cast in their respective polls, and if there was any other statement it was false, and their signatures to such statements forgeries.

On page 14:

Q. Mr. Arroyo, did you make an official protest to the action of the board in regard to the Carroll Parish contest?—A. I did, sir.

Q. Will you be kind enough to look at the *Picayune* of 19th December, 1874, and read what is published there in its columns as the protest of Mr. Arroyo, and let me know whether that is a copy of your protest?—A. Though it is not signed by me, it is evidently my protest, for I recognize all the points that I made in it. I have kept a copy of it. (After further inspection.) It is my protest, sir.

Q. The various affidavits referred to in that were before the board?—A. Yes, sir.

I quote that portion of the protest relating to this poll, as follows:

The undersigned, a member of the returning-board, protests against the decision of the board in canvassing and compiling the returns of the parish of Carroll, for the following reasons, to wit: Because, according to said report and tally-sheets made by the commissioners of election at the different polls of said parish, the following parties appear to have received the following vote, viz: At poll 3, for State treasurer, A. Dubuclet received 558 votes, J. C. Moncure 3; for Congress, F. Morey received 554 votes, and W. B. Spencer 7; for senator, George C. Benham received 501, J. A. Gla 60, and J. H. Brigham 1; while R. M. Bagley, democratic commissioner of election at said poll, swears that Antoine Dubuclet received 514 votes, J. C. Moncure 3 votes; Frank Morey, for Congress, received 510 votes, W. B. Spencer 7 votes, George C. Benham 350 votes, J. A. Gla 164, and J. H. Brigham 1 vote. Being present in the returning-board when the returns were canvassed, he, the said Bagley, pronounced the return false, his signature thereto a forgery, and the tally-sheets accompanying the same as spurious and false; for the tally-sheet that was kept by the commissioners and adopted by them was the one which he, the said Bagley, wrote, and that was in red ink, whereas the one before the returning-board is in black ink.

¶ This shows that Mr. Bagley, the democratic commissioner, a short time after the election, and before the returning-board of the State had declared the result, filed his affidavit, in which he states that Morey received 510 votes and Spencer 7 votes. So far as the vote relative to Spencer is concerned it will be observed that he confirms Anderson. Nor is this all. It will be observed that Mr. Arroyo, the democratic member of the returning-board, makes proclamation, and agrees that Morey received 510 votes and Spencer 7 votes. Certainly, contestant is not justified in asking that this poll should be thrown out, when it is admitted by his own partisan friends upon the returning-board, after a full investigation of the case, that he, Spencer, received but 7 votes and Morey 510 votes. Contestant has introduced no evidence to contradict Bagley's or Anderson's statement, nor to disprove the announcement made by Mr. Arroyo, his partisan friend on the returning-board. There is no evidence to show whether the box at this poll was deposited in the clerk's office or not, and applying the rule that an officer is presumed to have discharged his duty, in the absence of proof to the contrary, it follows that the box was sodeposited. We are therefore satisfied that this poll should be counted. The total number of votes cast at this poll for member of Congress was 517. Taking the said votes cast for Spencer, 7, from those cast for Morey, 510, we have a majority for Morey of 503 at this poll, which, added to Morey's majority of 123 with which he left poll 2, gives Morey a majority of 626.

We now pass to consider poll 4. There are no returns from this poll. The same argument applies to this poll as to poll 2. The first evidence introduced in regard to this poll is the affidavit of T. D. McCandless, (page 112, record,) presented by contestee without objection, (page 24.) We append all the evidence in regard to this poll. Contestant introduces no witnesses whatever. The evidence is as follows:

T. D. McCandless, who was deputy United States supervisor of elections at this poll, swears that the total number of votes cast for members of Congress at poll 4 was 230, of which Morey received 155, Spencer 75 votes.

EXHIBIT 33.—*Affidavit of T. D. McCandless.*

STATE OF LOUISIANA, *Parish of Carroll*:

¶ Personally appeared before me, the undersigned, justice of the peace in and for the Fourth ward of said parish and State, duly commissioned and sworn, Thomas D. McCandless, a resident of said parish and State, who, after being duly sworn, deposed and said: That, on the 2d day of November, A. D. 1874, he acted, under appointment from W. A. Blount, as deputy supervisor of election which was held on that day, at the town of Floyd, in said parish and State; that at an early hour in the morning of that day the commissioners of election, to wit, James S. Milliken, Dr. John M. Gaddis, and George Pride, were sworn in as such by Walter T. C. Anderson, a citizen of the aforesaid ward, parish, and State; that the election was an exceedingly quiet one; that at the usual hour the polls were closed;

that after about fifteen minutes' recess said commissioners proceeded to count the vote in the same room where the election had been held, with the following results, to wit :

State treasurer.—Dubuclet, 155 votes; Moncure, 75 votes.

Congress, fifth district.—Morey, 155 votes; Spencer, 75 votes.

State senate.—Benham, 111 votes; Brigham, 60 votes; Gla, 56 votes.

That there was one (1) vote more, as shown per the tally-sheets, than the list of votes polled; that after the counting was declared at an end and completed, the box containing the votes was taken charge of by Milliken, commissioner, and conducted by him to the back room of a store in the town of Floyd, (which he had formerly occupied as a sleeping-room,) for safe-keeping, and in which room deponent saw said box the last time; learned next morning (November 3) that said Milliken, with others, had carried it to the town of Lake Providence; that he knows nothing, of his own knowledge, concerning the vote or election at other boxes or precincts than at the town of Floyd, but that he is in possession of the exact vote as polled at the town of Floyd for each and every office that was to have an officer elected on said 2d of November to fill, but deems it unnecessary to give the result further than he has in this affidavit.

T. D. McCANDLESS.

Sworn to and subscribed before me on this the 26th day of November, A. D. 1874.

MERRILL + JACKSON,
his
mark.

Justice of the Peace.

Attest :

W. A. HEDRICK.

STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,
New Orleans, March 19, 1875.

I hereby certify that the foregoing is a true copy of the original on file in this office.

[SEAL.]

P. G. DESLONDE,
Secretary of State.

John M. Gaddis, page 44, swears :

JOHN M. GADDIS, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, occupation; where and in what capacity were you during the election on the 2d of November, 1874?—Answer. John M. Gaddis; Fourth ward, Carroll Parish; physician and planter; and was commissioner of election at poll No. 4, parish of Carroll.

Q. State what was the character of the election held at that poll on that day, the number of votes cast at that poll, and the number received by each candidate for Congress.

(Contestant objects to this question.)

A. It was fair, quiet, and peaceable, and was so admitted at the close by everybody. There were two hundred and twenty-nine votes cast in all, of which number Frank Morey received one hundred and fifty-five, and William B. Spencer seventy-four, for member of Congress. At the close of the polls the votes were counted by myself and the other commissioners, the returns made up, and signed by J. S. Milliken and myself, and I am very certain by Mr. Pride, the other commissioner. Returns and poll-lists were then sent, with the ballot-box and ballots, by J. S. Milliken, the democratic commissioner, to Providence, to be delivered to the proper officer.

James S. Millikin, page 36, for contestee, swears :

JAMES S. MILLIKIN, sworn for contestee, Frank Morey, testifies as follows :

Question. Please state your name and residence—Answer. My name is James S. Millikin, and I reside in Floyd, in Carroll Parish.

Q. Where were you on the day of the election, the 2d day of November last?—A. I was at the Fourth-ward poll, and a democratic commissioner at that poll.

Q. How was the election conducted at that poll?—A. The poll was opened at the regular hour, and was conducted fairly, I think. I heard no charge of unfairness.

Q. Did you sign the election returns of that poll?—A. I cannot recollect whether I did or did not, but I think I did all that was required of us by the printed instructions furnished for our guidance.

Q. Have you ever at any time made an *ex-parte* affidavit concerning the votes cast at said poll at said election?—A. I have not; but Mr. McCandless told me he had, and that his statement was in accordance with the tally-sheets.

Q. Was Mr. McCandless a commissioner at that poll?—A. He was not a commissioner of election, but claimed to act under some authority; I don't know what.

William H. Stroube, page 47, a member of the police jury, swears :

WILLIAM H. STROUBE, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, and occupation, and where you were on the day

of election, 2d November, 1874.—Answer. William H. Stroube; Floyd, Fourth ward; clerk, and member of police jury, and notary public. Was in the town of Floyd, poll No. 4, Carroll Parish.

Q. State what you know of the character of the election held at that poll on that day.—A. I was at the polls when they were opened; was there most of the day, and was there when they closed. So far as I know, the election at that poll was free, fair, and peaceable. Heard no complaints at all, either then or since. I was present most of the time while the vote was being counted. I heard the result of the poll, but cannot remember now the figures.

Q. Do you recollect what the vote was at that poll for Spencer and, for Morey for Congress? And if so, state it.

(Contestant objects to this question on grounds heretofore stated.)

A. To the best of my recollection, the vote, as announced by the commissioners, was for Morey one hundred and fifty-five, and for Spencer seventy-four.

Col. HIRAM R. LOTT, sworn for Frank Morey, contestee, testifies as follows:

Question. What is your name, residence, and occupation, and where were you at the election on the 2d day of November, 1874?—Answer. Hiram R. Lott; ward No. 4, Carroll Parish; planter; at Floyd, poll No. 4.

Q. State what you know in regard to the fairness of the election held at that poll on that day.—A. I was there most of the day, but not at the opening or closing of the polls. The election was a peaceable and quiet one, every one voting that wanted to, so far as I know. It was generally observed that the election was an unusually quiet one.

Contestant does not attempt to disprove these statements by introducing any evidence to impeach either Gaddis, Stroube, or McCandless. All the evidence shows that it was a fair and free election. There is no evidence to raise even a presumption that these commissioners failed to comply with the law in every particular; but, on the contrary, it establishes the fact positively that they did comply with the law in every particular. The committee agree that this poll should be counted, which gives Spencer 75 votes and Morey 155 votes. Taking Spencer's vote, 75 from Morey's 155, we have 80 majority for Morey, which, added to 626 which he had when he left poll 3, gives Morey 706.

We now pass to poll 5. All the evidence as to this poll is introduced by contestee. As to the returns, they are in the same condition as those of polls 1, 2, 3, and 4. The same argument applies, the same authorities are cited. There were 204 votes cast at this poll, of which Spencer received 108 and Morey received 96. Taking 96 from 108, it leaves Spencer 12 majority, which, taken from Morey's majority of 706, with which he left poll 4, elects Morey by a majority of 694 votes.

We give all the evidence in regard to this poll, as follows:

EXHIBIT 34.—*Affidavit of Richard Dickerson.*

STATE OF LOUISIANA, *Parish of Carroll:*

Personally appeared before the undersigned authority Richard Dickerson, who, being duly sworn, says that he acted as United States deputy supervisor at precinct No. 5, at Oak Grove, said parish and State, on the day of the election, Monday, 2d day of November, 1874; that he saw the ballots counted, and the tally-sheets, after being made up, showed that—

For State treasurer.—John C. Moncure received 106 votes; Antoine Dubuclet received 91 votes.

For Congress.—Wm. B. Spencer received 108 votes; Frank Morey received 96 votes.

For State senator.—Jaques A. Gla received 129 votes; J. Henry Brigham received 33 votes; Geo. C. Benham received 41 votes.

For representatives.—J. Ed. Burton received 133 votes; Henry Atkins received 127 votes; P. Jones York received 65 votes; Cain Sartain received 36 votes.

That the above was a true and correct count of the vote cast for said candidates, as made out and signed by the commissioners, and I signed the same with them; and if the tally-sheets returned to the returning board show a different count, the same has been tampered with and changed since delivered by the commissioners to the supervisor.

RICHARD DICKERSON.

Sworn to and subscribed before me this 23d day of November A. D. 1874.

E. F. NEWMAN,
Mayor and Ex-officio Justice of the Peace.

OFFICE SECRETARY STATE,
New Orleans, March 19, 1875.

I hereby certify that the foregoing is a true copy of the original on file in this office.
[SEAL.]

N. DURAND,
Assistant Secretary of State.

RECAPITULATION BY MAJORITIES.

Majority for Spencer in Caldwell Parish.....	139
Catahoula ".....	96
Claiborne ".....	712
Franklin ".....	405
Jackson ".....	440
Lincoln ".....	389
Richland ".....	293
Union ".....	716
Tensas ".....	754
	<hr/>
Carroll " (poll 5).....	3,944
	12
	<hr/>
	3,956
 Morey's majority in Madison Parish.....	 570
Morehouse ".....	337
Wachita ".....	943
Concordia ".....	1,112
Carroll " (exclusive of poll 5).....	1,698
	<hr/>
	4,650
Morey's total majority.....	4,650
Spencer's total majority.....	3,956
	<hr/>
Morey's majority.....	694

In conclusion, we have but to say that we have examined the evidence carefully, and have applied the rules established by the House and the courts in their adjudication of contested elections to the facts in this case, and are satisfied that not only the facts, under the rule of law, will confirm the conclusion to which we have arrived, but that the equities of the case are such as will warrant the rejection of Mr. Spencer's claim to a seat in this House. The evidence, taken together with the manner of conducting the investigation, is conclusive that Mr. Spencer did not believe that the vote of the fifth poll of Concordia Parish or the vote of Carroll Parish was cast for him; but, owing to the misconduct of some one wholly unknown to the committee, from the evidence in the case, the ballot-boxes and the returns had been stolen from the clerk's office, and Mr. Spencer, ascertaining this fact, seized it as a pretext to unseat Mr. Morey and seat himself. If the House, after having considered all the evidence in this case, are willing to adopt the rule that a minority candidate can by some frivolous pretext obtain a seat to which he is not entitled or elected by rejecting the suffrages of electors after the election has been fairly held, the votes counted, and the returns made, because these votes and returns have been abstracted, they will place it in the power of all malicious and evil-disposed persons to destroy the evidences of an election, and by that means defeat the will of the majority. Nowhere has Mr. Spencer introduced an iota of evidence tending to establish the fact that, on account of the irregularities mentioned in the evidence, was he deprived of a single vote, nor does he in his notice contend that on account of these irregularities mentioned in his notice he would have received a greater vote in the fifth precinct of Concordia Parish or in Carroll Parish; but the entire

evidence establishes the fact that of the actual votes cast (and it is admitted by contestant) Morey received a majority. It is further conceded by contestant that, if the actual vote polled in the fifth precinct of Concordia Parish and in Carroll Parish is counted, Morey unquestionably is elected. Therefore, admitting that he (Spencer) is the minority candidate, we contend that if the committee should arrive at the conclusion that the fifth precinct of Concordia Parish and the whole of Carroll Parish are to be rejected under the rule governing contested elections established by this House, the seat cannot be awarded to Mr. Spencer, but the election will have to be remanded again to the people, and both Morey's and Spencer's claims are to be rejected.

Resolved, That William B. Spencer was not elected and is not entitled to a seat in this House.

Resolved, That Hon. Frank Morey was elected and is entitled to a seat in this House.

G. WILEY WELLS.
MARTIN I. TOWNSEND.
JOHN H. BAKER.
WILLIAM R. BROWN.

The undersigned begs leave to submit the following as his views:

I agree with the minority of the committee in holding that the vote in the fifth precinct of Concordia Parish should be counted. The irregularities complained of by the contestant in relation to the canvass of the ballots in this precinct did not result from any fraudulent purpose on the part of the election-board, and no wrong was done to the substantial rights of the parties or people.

I am not entirely satisfied with the views of the majority or minority in relation to the vote in the Carroll Parish. I am of the opinion that an election was held in said parish at the time and in manner required by law; that the legal voters thereof actually attended the several polls, and in good faith cast their ballots, and that the votes which were thus cast were lawfully cast; and if the officers to whom the returns of the election in said parish were sent had done their duty and preserved the evidences of said election, the sitting member would be shown to have been elected by a large majority over the contestant. After the election was complete, and the returns had been made to the parish-site, all the evidences of the election were either falsified or destroyed by some unknown party. I am not satisfied that the legal voters of this parish ought to be disfranchised by the loss or destruction of the ballots and records of election held therein; but if the votes thus lawfully cast in Carroll Parish ought to be rejected, as claimed by the majority, on the ground of the loss or destruction of the ballots and returns of the election after the close of the polls, surely the contestant, who is confessedly the minority candidate, ought not to take advantage of the wrong done to the honest legal voters of the parish, and thus obtain a seat in this House. I am inclined to think that the votes cast in this parish ought to be counted as claimed by the minority report, but I am not fully persuaded of it. However, as between the contestant and contestee, I think the contestee shows the better, although by no means a clear, title to the seat. On the whole, if the sitting member is to be ousted, I think justice and a proper regard to the rights of the people would require the seat to be declared vacant and a new election ordered.

JNO. H. BAKER.

APPENDIX.

EVIDENCE IN THE CASE OF W. B. SPENCER vs. FRANK MOREY, FIFTH CONGRESSIONAL DISTRICT OF LOUISIANA.

NOTE.—The figures cut into the margin are the folios of the original print of the evidence in this case, (H. Mis. 54, 1st Sess. 44th Cong.,) and references to pages in the report are to these folios.

NEW ORLEANS, *January 6, 1875.*

Hon. FRANK MOREY, *present* :

DEAR SIR : As I contest your seat in the Forty-fourth Congress as Representative of the fifth district of Louisiana, and as you will be absent from this State during the next thirty days, I request that you designate an agent or an attorney upon whom I may serve the formal notice of contest required by law, and who may also represent you in taking depositions and other evidence in the case.

Respectfully and truly, your obedient servant,

WM. B. SPENCER.

NEW ORLEANS, *January 6, 1875.*

In compliance with the above request, I do hereby appoint and constitute John Ray and J. Ennemoser, or either of them, my agents, for me, and in my behalf and name, to receive and accept or acknowledge service of notice of contest by W. B. Spencer of my right to a seat in the Forty-fourth Congress as Representative of the fifth district of Louisiana; and I do hereby declare and agree that service of said notice on either one of my said agents, or its acceptance or acknowledgment by either of them, shall and will be as binding on me as though served on me personally.

FRANK MOREY.

Notice.

VIDALIA, LA., *January 12, 1875.*

Hon. FRANK MOREY :

DEAR SIR : You are hereby notified that I will and do contest your right to a seat in the Forty-fourth Congress as a Representative from the fifth congressional district of Louisiana. I claim to have been duly and legally elected as the Representative from said district at the election held in this State on Monday, the 2d day of November, 1874.

This contest I base on the following grounds, to wit :

I. I claim to have received the following majorities over you in the following parishes, as shown by the official returns in said election, to wit :

In Caldwell	you received 401 and I	540 votes ; my majority	139
In Catahoula	“ “ 742 “ “	838 “ “	96
In Claiborne	“ “ 663 “ “	1,375 “ “	712
In Franklin	“ “ 80 “ “	485 “ “	405
In Jackson	“ “ 94 “ “	534 “ “	440
In Lincoln	“ “ 543 “ “	934 “ “	391
In Richland	“ “ 441 “ “	734 “ “	293
In Tensas	“ “ 1,097 “ “	1,851 “ “	754
In Union	“ “ 439 “ “	1,155 “ “	716

Making my total majorities..... 3,946

While your majorities, as per official returns, over me were, in the following parishes, as follows :

In Madison	I received 759 and you	1,319 votes ; your majority	560
In Morehouse	“ “ 668 “ “	1,005 “ “	337
In Ouachita	“ “ 759 “ “	1,702 “ “	943
In Concordia	“ “ 489 “ “	1,601 “ “	1,112

Making your majorities as returned, total..... 2,942

From this total should be deducted..... 450

Leaving your total majorities..... 2,502

The above deduction of 450 is made on account of the Fifth ward or poll of Concordia Parish having been illegally returned and counted, for reasons hereinafter stated.

II. I claim and charge that the State returning-board wrongfully and illegally canvassed and counted pretended and forged returns from Carroll Parish, whereby you were given a majority over me in said parish of 1,920 votes. I oppose the counting of any votes in Carroll Parish, for the following reasons:

1st. Because there was no legal or valid election held in said parish on 2d November, 1874. The illegalities, frauds, and wrongs committed and practiced by your partisans and friends were of such gravity and number as to render the said election null and void, as not indicating the will and choice of the people thereof.

The supervisor of registration and election in said parish was the mere tool of George C. Benham and others of your supporters, the said Benham being himself a republican candidate for State senator in the district of which Carroll is part. The said Benham, in his and your interest, governed, ruled, and controlled the police-jury of said parish, and through it procured the appointment of his and your friends, exclusively, as commissioners of election at the various polling-places, in violation of the election-laws, which required that the commissioners at each poll should be of different political parties.

At ward or poll No. 1 in said parish the said commissioners, in violation of the law which secures to each voter the right to deposit with his own hand his ballot in the ballot-box, placed the ballot-box at said poll in a high or second-story window, and in a room to which the public were not admitted, said window being so far above the ground as to render it impossible for the voters to reach it and deposit their ballots; and all the voters at said poll were compelled to place the ballots on the ends of long sticks or canes, and thus hand them up to said ballot-box, where they were received and taken by others, the said voters being unable to see or know what become of their said ballots. Many of the ballots so handed up were torn up or changed, or not deposited in the ballot-box, and numbers of ballots were handed up by one individual in this way.

At ward or poll No. 2 in said parish, on said 2d November, 1874, the said George C. Benham and others of your partisans did, by unlawful and violent conduct and threats, intimidate the colored voters of said parish, and snatched their ballots from their hands as they approached the polls to vote, and forced them to take and vote other ballots than those they had and were going to vote, thereby wrongfully and fraudulently procuring by force and intimidation votes in his and your interest; which violent conduct was persisted in throughout said day at said poll, in violation of the freedom of election secured by law.

At ward or poll No. 3 in said parish, E. K. Anderson, a commissioner of election and partisan of yours and Benham's, did, while receiving ballots, deface and obliterate names of candidates thereon with pen and ink, with intent and purpose of changing the results of said election in the interest of said party. No legal count or return of the votes at said poll was made, but the said Anderson took and carried away from the voting-place the ballot-box, with the ballots, lists, &c., and refused to count the same, said box having been carried off to Anderson's private residence, and from that day kept concealed or destroyed.

At these three polls or wards at least five-sixths of the votes of the parish were cast. At all of them the frauds, wrongs, and illegalities were so flagrant and outrageous as to destroy all certainty, and to render the result no evidence of the popular will. At each and all of said polls more ballots were put in the boxes than there were voters. The commissioners who held said election were not appointed and sworn as the law directs, nor at any of said polls were the votes lawfully counted, nor returns made and sworn to as the law directs. On the contrary, your partisans at once seized upon all the ballot-boxes, with the ballots, lists of voters, and other papers, concealed and still conceal them, in order to facilitate their unlawful and wrongful purpose of manipulating, changing, and falsifying the same.

The law requires that the registrar or supervisor of election shall forthwith, after the election, deposit in the office of the clerk of the district court of the parish the ballot-boxes, with the ballots, lists of voters, tally-sheets, and other evidences of the election. The registrar or supervisor of said parish, being a mere tool and dependent of said Benham and your other friends, conspired with them to change the results of said election, and, instead of making said deposit as required by law, carried said boxes, ballots, lists, &c., away from the parish to New Orleans, and never has deposited them as required by law, and although judicial process has been resorted to to obtain said boxes, ballots, &c., they cannot be found. In pursuance of said conspiracy, the said supervisor deliberately and fraudulently suppressed, concealed, or destroyed the said ballot-boxes, ballots, &c., and made up and concocted false and fraudulent returns of said election, and forged or caused to be forged thereto the signatures of the election commissioners, and returned about 500 more votes than were cast in said parish, so falsifying said returns as to destroy all evidence of the real results of said election on 2d November, 1874.

So flagrant and wrongful were the proceedings and conduct of said election, that the thirteenth district court, at the December term, 1874, thereof, in the suit of Nicholas Burton *et al.* vs. Hicks *et al.*, declared, decreed, and adjudged the election aforesaid, held in said parish on 2d November, 1874, to be null and void, and ordered a new election.

II. Because there were no returns or legal evidence in existence or before said election

board of an election in Carroll Parish on the 2d day of November, 1874; and the said returning-board wrongfully and fraudulently, and with intent to defeat my election, counted and canvassed as returns of election in said parish what was in fact, and what it by its own public acts and statements declared to be, forgeries, and not returns. Said pretended returns, being forgeries, and false and fraudulent, and so proven, as admitted by said returning-board, did not constitute any evidence of said election, and should have been excluded, therefore, in estimating the results. But the said board, actuated by partisan purposes, and against the solemn protest of one of its members, gave full effect to said forgeries as between you and me, but disregarded them as between said Benham and J. A. Gla, his opponent, who were both republicans.

III. I claim and charge that in the parish of Lincoln, as shown by the official returns of said election, I received 934 votes and you received 543 votes, thus giving me a majority of 391 over you; that the said returning-board, without right and without any sufficient proof, rejected 344 of my said votes, by refusing, as appears, to count the votes cast at poll 2, Second ward, and polls or wards 3 and 6; by which proceeding said board wrongfully and unlawfully reduced my majority in said parish from 391 to 76 votes.

IV. I claim that the said returning-board unlawfully canvassed and counted the returns from the fifth poll or ward of Concordia Parish, and that the supervisor unlawfully returned the votes of said poll, thereby giving you wrongfully a majority of 450 more in said parish than you were legally entitled to, for the following reasons, to wit: The election laws of Louisiana require that the ballot-boxes shall be opened at the polling-place as soon as the voting is over, in presence of the public, and the votes counted publicly, and returns made within twenty-four hours after the closing of the polls. At said fifth poll the commissioners of election refused to open and count the votes at the polling, but, on the contrary, they took the ballot-box late at night, and carried it away to Vidalia, a distance of fifteen miles, and went into a private apartment and counted the votes out of the presence of the public, and made no returns thereof for two days after the election; all of which constitutes presumptive evidence of fraud and wrong.

WM. B. SPENCER.

[Telegram.]

NATCHEZ, Miss., February 4, 1875.

To Hon. FRANK MOREY :

Julius Aroni is my agent to receive service of your answer.

W. B. SPENCER.

5

Answer.

HOUSE OF REPRESENTATIVES,
Washington, D. C., February 8, 1875.

WILLIAM B. SPENCER, Esq. :

SIR : The undersigned hereby acknowledges your notice of contest to his right to a seat in the Forty-fourth Congress, as a Representative of the fifth congressional district of Louisiana, which notice is dated Vidalia, La., January 12, 1875, and which, in accordance with our agreement, is to take effect as though served on me January 20, 1875, and, for answer, denies each and severally the claims set forth by you, except so much of your statement of the vote cast for you and for me in the several parishes named by you as is in accordance with the statement of the results of the election, as ascertained and determined by the returning-officers of said election. And, further, I deny all and severally the truth of every allegation made in your notice that in anywise tends to impeach the regularity, legality, and fairness of either the registration or election in the case in contest, or that in anywise tends to invalidate the correctness of the promulgated returns of votes cast for Congressman in the fifth congressional district of Louisiana on the 2d day of November, 1874, and demand proof of your said allegations.

I. I claim that you have not the requisite constitutional qualifications for a contestant for my seat in the Forty-fourth Congress.

II. I claim that you are not a resident of the State of Louisiana, but that you are and have been for several years continuously a resident of Natchez, Miss.

V. I claim that I received the number of votes and the majority of votes which, by the returns of the commissioners of election of poll 5, parish of Concordia, and by the returns of the board of returning-officers of the election, I am credited with having received.

VI. I claim that I received the majority of votes credited to me in the parish of Carroll by the board of returning-officers, and that the election in said parish was conducted in accordance with law.

And, further, I claim that whatever may have been *informal* and *irregular* in the instances specified in your notice relative to the matter of registration and the conduct of the election held November 2, 1874, in the district aforesaid, such informalities or irregularities were not in my interest, but adverse, and they were not of a character to vitiate the election, nor to prevent a fair election, nor did they materially and injuriously affect the number of votes received by contestant, nor lead to a larger count of votes for me than I received and was entitled to be credited with; and all of which facts I allege are susceptible of proof.

FRANK MOREY.

NEW ORLEANS, *February 18, 1875.*

The answer of Hon. Frank Morey to the notice of W. B. Spencer of the contest of the right to a seat in the Forty-fourth Congress, as a Representative of the fifth congressional district of Louisiana, which answer is dated Washington, D. C., February 8, 1875, has this day been served on me as agent of W. B. Spencer.

JULIUS ARONI.

6

VIDALIA, LA., *February 21, 1875.*

Hon. FRANK MOREY, *Washington, D. C. :*

DEAR SIR: Your telegram of the 3d instant was duly received and answered on the 4th by me, designating Julius Aroni as my agent to receive service of your answer to my notice of contest. Your answer was served on Mr. Aroni on the 18th instant, and duly forwarded to me and is in my hands.

I inclose you the duplicate desired.

I shall take pleasure in awaiting your leisure in the matter of taking testimony in our contest, as suggested by you in your favor of 11th instant. My inclination is to conduct the case so as to inconvenience each other as little as possible. I will, therefore, take no steps in the matter until your return, which I understand will be about the 8th or 10th of March, about which time I will perhaps give notice to Mr. Ray as you suggest.

My understanding of the law is that I have the first forty days, then you forty, and in conclusion I ten more.

Could we not get together and so arrange this matter by agreement as to serve our respective conveniences? It would be more pleasant and agreeable to do so. For instance, we might agree that from such a date to such a date I would take testimony in Carroll and you likewise; or, perhaps, to save two trips, we might take testimony for both at one time. I make these suggestions in the hope that our *contest* may be conducted as agreeably as our canvass was.

I will be pleased to have your ideas in reply by telegram or letter at once.

Respectfully and truly,

WM. B. SPENCER.

HOUSE OF REPRESENTATIVES,
Washington, D. C., March 5, 1875.

Capt. WM. B. SPENCER, *Natchez, Miss. :*

DEAR SIR: Yours of the 25th instant is at hand to-day. Your understanding of the law is correct as to the time allowed to each party.

An explanatory act passed within a few days defines the ninety days to be "ninety days from the service of reply of contestee." That has been the general interpretation heretofore, but this makes it definite.

I am disposed to be as accommodating in this matter as you are, and will try and agree with you in any arrangement for our mutual convenience.

If you will, on receipt of this, write me at box 1856, New Orleans, and let me know when and where you wish to commence, what time would suit you best to be in Carroll and any other parishes in which you intend taking testimony, I will let you know how near I can conform my movements and business to it, and suggest such modifications of your programme as may appear to me to be necessary.

I presume you will prefer to commence in Concordia; if so, let me know when you wish to commence.

If the 18th or 20th instant will suit you better than earlier, it will suit me quite as well.

Yours, truly,

FRANK MOREY.

7. The notice of contest by Wm. B. Spencer of my right to seat in Forty-fourth Congress, hereinabove printed, was duly served on me through my agent, John Ray, on 20th January, 1875, as per agreement made by said Spencer and myself.

FRANK MOREY.

The above statement is correct.

WM. B. SPENCER.

Agreement to take evidence in the case of Wm. B. Spencer vs. Frank Morey, fifth congressional district of Louisiana.

In the matter of the contest of Wm. B. Spencer vs. F. Morey, for seat in the Forty-fourth Congress as Representative of fifth district of Louisiana, the following agreement has been made by the parties, in order to save time and labor in taking testimony in said cause and to avoid as much inconvenience as possible:

1st. We will take such testimony as may be desired for contestant and contestee in Concordia Parish, between the 20th March, 1875, and 3d April, 1875, at Vidalia, at such time between said dates as said Morey or his representative may be present.

2d. We will commence at Providence, Carroll Parish, to take testimony for both parties on 26th April, 1875, and continue, if need be, till 7th May, 1875.

3d. We will commence to take such testimony as may be offered by either party at Vienna, Lincoln Parish, on the 12th day of May, 1875, (or such earlier day as may be hereafter agreed upon by the parties,) and continue till completed.

4th. As we have fixed the times and places for taking testimony in the parishes of Concordia, Carroll, and Lincoln, we waive and dispense with any further notice thereof, and we dispense with notice of the names of witnesses to be examined therein, each party having the right to summon and examine such witnesses as he may desire, it being distinctly understood and agreed that no testimony is to be taken before both parties are present in person or by attorney; provided the delay shall not exceed three days in either case.

5th. When we meet at said places and times herein fixed, the testimony will be taken in the following order: Spencer will first examine his witnesses; then Morey will examine his, and Spencer may then examine witnesses in rebuttal.

6th. Such testimony, if any, as either party may desire to take outside of the three parishes named will be taken after notices of time, place, and names of witnesses are given to the other party, and so as not to interfere with the proceedings hereinabove fixed; said testimony not to be taken after 21st May, 1875, without further consent of parties.

7th. Said testimony may be taken and certified by and before any judge or justice of the peace of the State of Louisiana for the parishes wherein said testimony may be taken; and the certificate of said judge or magistrate of his own capacity as such shall be sufficient authentication.

This 15th March, 1875.

WM. B. SPENCER.
FRANK MOREY.

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[Duplicate.]

Supplemental agreement.

WM. B. SPENCER }
vs.
FRANK MOREY. }

The sixth clause of our agreement to take testimony of date 15th March, 1875, is hereby abrogated, and in lieu thereof we agree that we will take such testimony in New Orleans as either party may desire to offer, in the order and manner provided in the fifth and seventh clauses of our said agreement, said evidence in New Orleans to be taken between the 13th and 21st of April, 1875, and we waive notices of time and places and names of witnesses to be examined in New Orleans; no testimony to be taken, however, without both parties being present by themselves or counsel.

The second and third clauses of our said agreement are modified that we will continue to take testimony in Carroll with both parties and through, and that within five days after closing in Carroll we will commence in Lincoln to take testimony, and continue till completed.

After finishing in Lincoln no testimony to be taken except by consent of parties or by order of the House of Representatives.

W. B. SPENCER.
FRANK MOREY.

APRIL 13, 1875.

W. B. SPENCER }
vs.
 FRANK MOREY. }

APRIL 13, 1875.

In taking testimony in New Orleans we agreed that the questions propounded need be written down only when either party requires it; the intent hereof being to waive any informality as to the manner of taking said testimony.

W. B. SPENCER.
 FRANK MOREY.

TESTIMONY TAKEN IN NEW ORLEANS.

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Testimony of Oscar Arroyo.

W. B. SPENCER }
vs.
 FRANK MOREY. }

Before me, E. North Cullom, the judge of the fifth district court of the State of Louisiana in and for the parish of Orleans, personally appeared Oscar Arroyo, a witness called on behalf of the contestant, W. B. Spencer, who, being by me duly sworn, makes the deposition which is hereto attached, and which was reduced to writing in the words and figures as follows, at the city of New Orleans, in the State of Louisiana, on this the 17th day of April, A. D. 1875.

OSCAR ARROYO sworn for the contestant.

Question. Mr. Arroyo, were you a member of the returning-board?—Answer. Yes, sir, I was.

13 Q. Were you present at the time that board was canvassing the returns of Carroll Parish?—A. I compiled them with General Anderson, another member of the board.

Q. I will ask you if the returning-board did not as a fact recognize that the return from the First, Second, and Third wards were forgeries—the signatures were forgeries?—A. I detected the forgery myself, because I knew the signature of Mr. Spann. I knew his signature, and I detected the forgery. For the Second ward I think Mr. Montgomery was commissioner. I knew his signature, and I detected it to be a forgery. For the Third ward, when I opened the returns and tally-sheet a gentleman was present who leaned over me and said, "This signature to the returns and tally-sheet is a forgery." He said his name was Bagley; besides, he said that the tally-sheet which accompanied the returns was written by him in red ink, whereas the tally-sheet which was before the board was written in black ink. In the fourth and fifth there were discrepancies between the official returns and the statement under oath of the commissioners.

Q. Well, now, Mr. Arroyo, I will ask you whether or not, in making the canvass of that parish, if the returning-board did not recognize it as a fact that the returns of the First, Second, and Third wards were forgeries? Here in this address by Mr. Wells, president of the board, in the Republican of the 25th December, 1874, he says that the returns from that parish were shown to have been changed in the cases of Carroll, Saint Helena, and Saint James, where it was charged and proved that they had been changed after they came into the hands of the supervisors—they admit that it was proved that these returns were changed; for instance, Spann, Montgomery, and Bagley proved that they were forgeries of the official returns?—A. Yes, sir.

Q. The board did so recognize these returns as forgeries?—A. That is, there were affidavits read before the board by these three gentlemen stating the actual number of votes cast in their respective polls, and if there was any other statement it was false, and their signatures to such statement forgeries.

Q. Mr. Arroyo, by what process did the majority of that board undertake to count the whole of these returns against Mr. Spencer for Congress and Moncure for treasurer when the returns were proven to be false and forged? Can you explain the process by which the majority of that board arrived at their right to count them?—A. Well, sir, they gave no reason. When I saw it was the determination to count the vote of that parish upon forged returns I then filed a protest, which ought to be a part of the minutes of that board, but which was never entered. In all of its decisions the board gave no reasons at all.

Q. Was it not a fact that the board while counting all these forged returns against Spencer and Moncure disregarded them as between Gla and Benham and other republican candidates?—A. So far as that is concerned, Governor Wells, president of the board, relied entirely upon Mr. Blount's statement in relation to the senatorial vote, because that statement referred only to the senatorial election.

Q. Did not the returning-board in the case of De Soto Parish refuse to count duplicate original returns from the clerk's office in that parish?

(Objected to by Mr. Morey as irrelevant, De Soto not being in the fifth congressional district.)

A. The duplicate original returns of the parish of De Soto were handed by me to the clerk of the court of that parish. They were opened, together with the tally-sheets, and spread on the table: The president of the board would not recognize them as returns, alleging for a reason that they did not come through the proper channel, to wit, the assistant supervisor of registration for that parish.

14 Q. These duplicate returns which you offered, were they those given to you by the clerk of the court?—A. They were given to me by Mr. Reynolds, clerk of the district court for the parish of De Soto, who was present before the board.

Q. How did the board reconcile their action in refusing to count duplicate original returns in De Soto, after counting forged returns in Carroll?

(Objected to by Mr. Morey, on the ground that the returning-board is not a party to the contest.)

A. The decisions of the board were generally given by Governor Wells, its president, without any reason.

Cross-examination by Mr. MOREY :

Q. Mr. Arroyo, did you make an official protest to the action of the board in regard to the Carroll Parish contest?—A. I did, sir.

Q. Will you be kind enough to look at the Picayune of the 19th December, 1874, and read what is published there in its columns as the protest of Mr. Arroyo; will you be kind enough to look at that and let me know whether that is a copy of your protest?—A. Though it is not signed by me, it is evidently my protest, for I recognize all the points that I made in that. I have kept a copy of it. (After further inspection.) It is my protest, sir.

Q. The various affidavits referred to in that were before the board?—A. Yes, sir; I took the data from them. The Picayune hereto annexed, and marked Exhibit J, contains a copy of my protest. (See appendix.)

Q. Mr. Arroyo, did not Governor Wells, on behalf of the other members of the board, submit a reply to your protest?—A. Yes, sir.

Q. Will you be kind enough to look at that extract of the Republican of December 20, 1874, and let me know whether that is a copy of the reply of Governor Wells to your protest?—A. Yes, sir; it is. (Reply of Governor Wells to Mr. Arroyo's protest, and affidavit of W. A. Blount hereto annexed and marked Exhibit K. See appendix.)

Q. You have stated the board gave no reasons why they did not change the vote so far as the other candidates besides Gla and Benham were concerned; did they not give their reasons in their answer to your protest?—A. At the time the board decided the Carroll Parish case there were no reasons given. My protest was handed in the next day, and subsequently, a few days afterward, Governor Wells made this answer to my protest, in which he gave his reasons for deciding that way; but he mainly relied on Mr. Blount's testimony, saying that he was a sworn officer.

Q. Mr. Arroyo, was there any evidence before your board that the returns from poll 5 had been changed?—A. Let me refer back to my protest, if you please. There was only a change so far as the senatorial election was concerned.

Q. At poll 2, was there any evidence before the board that the returns had been altered as far as the vote between Mr. Spencer and myself was concerned?—A. There was no evidence of change of the vote, except so far as senator was concerned.

Q. Do you recollect, Mr. Arroyo, how much Mr. Spencer's vote was increased, and how much mine was decreased, by the statement of the votes cast, as made in the affidavits of Mr. Spann, Mr. Bagley, Mr. Millican, and Mr. McCandless?—A. No, sir; I cannot say; but there was considerable difference. I could not exactly remember the figures.

OSCAR ARROYO.

15 Sworn to and subscribed before me at the city of New Orleans this 17th day of April, A. D. 1875.

E. NORTH CULLOM,
Judge Fifth District Court for the Parish of Orleans, La.

Mr. Spencer offered in evidence the certified copies of the official returns for Lincoln Parish, hereto annexed and marked Exhibits 1, 2, 3, 4, 5, 6, and 7, respectively. (See appendix.)

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TESTIMONY OF CONTESTEE.

Testimony of Gov. J. Madison Wells.

W. B. SPENCER }
vs. }
FRANK MOREY. }

Q. Before me, E. North Cullom, the judge of the fifth district court of the State of Louisiana, in and for the parish of Orleans, personally came and appeared J. Madison Wells,

a witness called on behalf of the contestee, Frank Morey, who, being duly sworn by me, makes the deposition which is hereto attached, and which was reduced to writing, in the words and figures as follows, at the city of New Orleans, in the State of Louisiana, on this the 17th day of April, A. D. 1875 :

Gov. J. MADISON WELLS sworn for the sitting member :

Question. Will you be kind enough to state your name and residence, and what official connection you had with the election of 1874 ?—Answer. James Madison Wells, a resident of the parish of Rapides, State of Louisiana. I was president of the board of returning-officers. I presided at all of the meetings that were held ; counted and promulgated the results of the election throughout the State for all officers voted for.

Q. Under what law was this election conducted ?—A. Under the acts of 1874 and 1872 ; the act approved July 24, 1874, and the act approved 20th November, 1872, Nos. 18 and 127, hereto annexed and marked "Exhibit Laws." (See appendix.)

Q. Do you recollect that in connection with the votes of the parish of Carroll a protest was filed by Mr. Arroyo ?—A. Yes, sir ; and a subsequent reply was filed by myself.

Q. Will you examine that protest of Mr. Arroyo and this reply ? Do you recognize that as a copy ?—A. I think it is, sir ; and here is my answer.

(Protest of Mr. Arroyo and reply of Governor Wells admitted and marked respectively L and M. See appendix.)

Q. I will ask you, governor, whether this statement was afterward corrected in some respects ?—A. Yes, sir ; it was corrected in my report to the legislature. (Report annexed and marked Exhibit N. See appendix.)

Mr. Morey offered the report of the returning-board ; which was ordered to be marked Exhibit O. (See appendix.)

Q. Can you state anything which has any special bearing upon the returns of the parish of Lincoln, or the conclusion you came to, that is not based in your report ?—A. No, sir ; it is all in the report.

Q. Mr. Arroyo states that the board gave no reasons for their action.—A. Did he cite the case ?

Q. No, sir.

Q. Will you state the course of procedure in the board, or is that set forth in the report ?—A. Yes, sir ; and it states here also in the report the withdrawal of Mr. Arroyo. It always took a vote upon the adoption of a count for promulgation before it was promulgated—before it was signed—and each member assigned his reason for voting for or against.

Q. Did the board go into secret sessions ?—A. Yes, sir.

Q. What transpired ?—A. It was to agree upon the count.

Q. In these sessions did you discuss the questions before you ?—A. All the points in dispute.

23 Q. Fully and freely discussed ?—A. Yes, sir.

Q. Each member had a chance ?—A. Yes, sir.

Q. And the results obtained ?—A. All by the vote of the board. In some instances there was a unanimous vote ; in others a bare majority ; in others four to one.

Q. Of the members of the board ?—A. Yes, sir. Where there were four to one, Mr. Arroyo voting in the negative. I do not think he signed—I do not think he signed the promulgation. I may state, sir, that he withdrew before the final canvassing and compiling for promulgation of the returns from various parishes—some six or eight. I do not know whether there were any of them in your district. I think not, however.

Q. Were all the papers that remained in your possession at the close of your labors transmitted to the secretary of state ?—A. Yes, sir. The results of the labors, together with all the papers before the board in the shape of evidence, was also sent in.

Q. Did you cause official promulgation of the results to be made in the official journal of the State ?—A. Yes, sir.

Q. Were they correctly promulgated ?—A. Yes, sir.

Q. Examine that extract of the official journal of the 25th December, and state whether it is a correct statement of the results in the fifth congressional district.—A. Yes, sir ; I think it is correct. Mr. Arroyo was not a member of the board ; had resigned before this was promulgated. I offer this as a copy of the official statement of the promulgation of the votes cast in the fifth congressional district for Congressman. (Marked Exhibit P. See appendix.)

Q. The tabulation of returns that you made was done pursuant to law ?—A. It was so.

Q. Were the uncontested polls and parishes compiled before those that were contested ?—A. No, sir. Only in promulgating the vote of the State, I think, it became necessary to promulgate the returns of parish officers—promulgate the returns of the parishes—because by an agreement of the board we agreed to promulgate the first, I think, and the second congressional districts, and consequently had to promulgate the parishes before a general promulgation ; but this was not done until we had gone through the vote according to law, and were taking up the contested precincts.

Q. Of those parishes and in this district ?—A. Yes, sir.

Q. Was not that action acquiesced in by the counsel for the democratic party ?—A. Yes, sir. That was the agreement before we went into the count of the votes. At first, before it

was understood that our deliberations were to be secret, the count and exhibition of all the papers and evidence was to take place in the presence of the counsel and the board and the public generally. The doors were open, and everybody who desired to come in was admitted.

Mr. Morey now submitted an official copy of so much of the consolidated statement of votes cast in Lincoln Parish as relate to the vote cast for Congressman in that district and accompanying remarks, which are hereto attached and marked Exhibit Q; also, statement of votes and affidavits attached from poll 1, ward 1; poll 2, ward 1; poll 2, ward 2; poll 3, ward 3; poll 4, ward 4, and poll 5, with accompanying affidavits attached marked Exhibits 8, 9, 10, 11, 12, and 13, respectively; also, official copies of affidavits which were before the returning-board touching the election in Lincoln Parish, and marked Exhibits 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, respectively.

(The aforementioned, from Exhibit Q to Exhibit 23, inclusive, are excluded by agreement made between the parties.)

24 Cross-examination by Mr. CLINTON :

Q. This document, marked Exhibit J, is identical with the one Mr. Morey offered, is it not?—these letters of Judge Dooley?—A. These letters were offered and read to the board.

Q. I will ask you, in the exhibit marked A, if this is not the official return made by the board, showing the vote for Gla, Benham, and Brigham?—A. Yes, sir.

J. MADISON WELLS.

Sworn to and subscribed to before me this 17th day of April, 1875, at the city of New Orleans, La.

E. NORTH CULLOM,
Judge Fifth District Court for the Parish of Orleans, La.

Mr. Morey submitted official copies of the returns, records, &c., pertaining to the election in the fifth congressional district, in regard to the election in the parish of Concordia, and in regard to the election in the parish of Carroll, and marked respectively Exhibits 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42. (See appendix.)

Mr. Morey also offered an extract from the platform of the party opposed to the republican party in the election of 1874, which was admitted to be correct, and marked Exhibit R; also, tabular statement marked Exhibit S, and admitted to be correct by the counsel for Mr. Spencer. (See appendix.)

THE STATE OF LOUISIANA,

Parish of Orleans :

I, E. North Cullom, the judge of the fifth district court of the State of Louisiana in and for the parish of Orleans, do hereby certify that the within and foregoing record contains the testimony of the witnesses, Charles Cavanac, Oscar Arroyo, and Frank C. Zacharie, called on behalf of W. B. Spencer, contestant, and of J. Madison Wells, a witness called on behalf of the contestee, Frank Morey, together with all the papers produced by either party and all the certified copies of official papers produced by either party.

Thus done and given under my official signature at the city of New Orleans, in the State of Louisiana, on this the 17th day of April, A. D. 1875.

E. NORTH CULLOM,
Judge Fifth District Court for the Parish of Orleans, Louisiana.

TESTIMONY IN CONCORDIA PARISH.

TESTIMONY FOR BOTH PARTIES.

VIDALIA, LA., *March 26, 1875.*

We hereby waive objections to form and manner of taking testimony this day before Hon. J. S. Meng, parish judge.

WILLIAM B. SPENCER,
FRANK MOREY.

STATE OF LOUISIANA,
Parish of Concordia :

In the matter of the contest of William B. Spencer vs. Frank Morey, for seat in Forty-fourth Congress for fifth district of Louisiana.

25 Be it known that on this the 26th day of March, A. D. 1875, at the request of the parties to the above cause, I, James S. Meng, sole presiding judge of the parish court of Concordia Parish, did cause to come before me, at my office in Vidalia, the witnesses

whose names and testimony hereinafter appear, and, having duly sworn each of said witnesses to testify to the truth, the whole truth, and nothing but the truth, touching the matters to be inquired of them, I proceeded to examine them, and caused their several depositions to be reduced to writing and sworn to and subscribed before me, and which I hereto annex, together with copies of notice of contest, answer of contestee, agreements as to evidence, &c., which are hereto prefixed.

Witness my hand and the seal of said court, this 26th March, A. D. 1875.

J. S. MENG,
Parish Judge

Testimony of John F. Dameron.

JOHN F. DAMERON, sworn for both parties, says :

At the general election held on 2d November, 1874, I was at the Vacluse poll, Fifth ward, Concordia Parish, and acting at said poll as a commissioner of election. Robert H. Columbus and Thomas E. D. Jefferson were the other two commissioners at said poll, and William C. Yarger, United States supervisor at that poll. When the polls were closed on that day, between 6 and 7 o'clock p. m., the box was locked; I took the key in my possession, giving the box to Robert H. Columbus. We started for Vidalia, the parish-seat of Concordia, distant about sixteen miles. Upon reaching the store of T. C. Whitherspoon, on the road to Vidalia, the suggestion was made that I should take the box and ride in a buggy from there to Vidalia, which suggestion I acceded to, and came on to Vidalia in company with Irvine in his buggy, one of the other commissioners riding in front and one in rear of the buggy on horseback. Coming on without any interruption, we reached Vidalia between 11 and 12 o'clock that night, and proceeded to the office of Burnett Hitchcock, tax-collector, up stairs in the court-house at Vidalia. We then and there opened the box, and proceeded to the counting of the votes, up to half past 2 o'clock a. m. of the 3d November. When we closed the box, I locked it, and gave the key to Robert H. Columbus, taking the box with me, in company with William C. Yarger, United States supervisor, to the hotel in Vidalia. Putting the box under my bed in the room of the hotel, we went to sleep and slept till about 7 $\frac{1}{2}$ or 8 o'clock in the morning. We then got up to breakfast, I taking the box with me to the table. After finishing breakfast, we went to the court-house, to Mr. Hitchcock's room again. Opening the box, we proceeded again to count the votes. After thus counting some time in Mr. Hitchcock's room, we closed the box, and moved down stairs into the court-room, where we proceeded until the count was completed. The reason we did not go to the court-room at first was that, on arriving at Vidalia, we found the court-room occupied by the commissioners of the Vidalia ward or precinct. We completed our returns on the night of the 3d November, between 10 and 11 o'clock, and made our returns to the supervisor of the parish on the next day, 4th November, between 12 m. and 1 o'clock p. m. In counting the votes, the tally-lists were kept by different persons, part of the time by Mr. Connell, part of the time by Mr. Joice, and part of the time by Mr. Nutt. The tally-sheets were kept under the direction and supervision of the commissioners. There were in said box and returned by said commissioners 441 votes for Frank Morey for member of Congress for fifth district, and 37 votes for William B. Spencer for member of Congress for fifth district of Louisiana.

During the night of 2d November, when we were counting the votes in Mr. Hitchcock's room, there were present, besides the commissioners, several persons, among whom was a candidate for police juror, and a candidate for magistrate of the Fifth ward. Mr. Hitchcock's office was considered to be a public office, and any person during the time we were counting was privileged to come in. It was not a public office except for purposes of tax-collecting; and Mr. Ault, the deputy collector, gave us permission to use it. When I went to my meals during the time of counting, I left the box in the court-room, in charge of Mr. Columbus, one of the commissioners, and took the key myself; and when he went to his meals, he took the key and left me in charge of the box. The other commissioners did not take their meals at the same house with me, they being colored men. I am neither a democrat nor a republican, but a old-line whig. The other two commissioners were republicans. I was not considered to be a republican. The labor of counting the votes was very considerable, as it was a general election, and quite a number of candidates voted for. I only heard two candidates make objections to our mode and manner of counting. No objection by anybody else was made to me. The votes cast at the Fifth-ward box were counted and returned by the supervisor, as between all the candidates at said election. I don't think the tally-lists were very regularly kept, as we had no regular tally-keepers, and had to pick them up as we could get them. I believe the tally-lists were kept as correctly as they could have been kept under the circumstances.

I omitted in commencing my statement to mention the circumstances under which the box was removed from the polling-place, and the vote not there counted. When the polls closed, the other two commissioners refused to open and count the votes at the polls, they saying that the box ought to be taken to Vidalia and the votes counted there. Not having the book of instructions for holding the elections, I acquiesced in their wishes. I will fur-

ther state that the reason why we suspended the counting of the votes on the night of 2d November was that the commissioners were tired and very much exhausted by the labors of the day and the long ride that night. I voted at said election for Macun for treasurer, Spencer for Congress, and for some republicans for other offices. Said election was free and fair.

JNO. F. DAMERON.

Sworn to and subscribed before me at Vidalia this 6th March, 1875.

J. S. MENG,
Parish Judge.

TESTIMONY FOR CONTESTANT.

Testimony of William C. Yeager.

WILLIAM G. YEAGER, sworn for plaintiff, says:

I was United States supervisor on 2d November, 1874, at Fifth-ward box in Concordia Parish. I have carefully read the testimony of John F. Dameron, this day taken and hereinbefore written, and I fully confirm the same, as containing a true and correct statement of the facts relative to the matters stated therein. As United States supervisor

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said I made a report setting forth in substance the same facts to F. A. Woolfley, United States supervisor for the State of Louisiana, immediately after said election.

W. C. YEAGER.

Sworn to and subscribed before me at Vidalia, La., this 25th March, 1875.

J. S. MENG,
Parish Judge.

TESTIMONY FOR CONTESTEE.

Testimony of R. H. Columbus.

ROBERT H. COLUMBUS, sworn for defendant, says:

I have carefully examined the testimony of John F. Dameron, taken this day in this cause, and hereinbefore written, and I fully confirm his statement of the facts relative to the election at Fifth-ward poll of Concordia on 2d November, 1874, with the following exception: I made no objection to the opening and counting of the votes at the polls. Said election was free and fair.

R. H. COLUMBUS.

Sworn to and subscribed before me this 26th March, 1875, at Vidalia, La.

J. S. MENG,
Parish Judge.

Testimony of Thomas E. D. Jefferson.

THOMAS E. D. JEFFERSON, sworn for defendant, says:

I have carefully examined the testimony of John F. Dameron, taken this day in this cause, and hereinbefore written, and I fully confirm his statement of the facts relative to the election at Fifth-ward poll, Concordia Parish, on 2d November, 1874, with the following qualification and exception, to wit: I made no objection to opening and counting the votes at the polls, but stated I had served as a commissioner of election before, and always took the boxes to Vidalia to count them; and we had no instruction-book to guide us, and I did not know what else to do, believing that to be the law. I had left the instruction-book at home, having forgotten to take it with me. The election on that day was free and fair.

THOS. E. D. JEFFERSON.

Sworn to and subscribed before me at Vidalia this 23th ———, 1875.

J. S. MENG,
Parish Judge.

TESTIMONY TAKEN IN CARROLL PARISH.

TESTIMONY FOR CONTESTANT.

Testimony of T. J. Galbreth.

T. J. GALBRETH, sworn on behalf of the contestant, William B. Spencer, testified as follows:

28, Question. Where do you reside; what is your occupation, and how long have you been so occupied?—Answer. I reside in Lake Providence, Carroll Parish, Louisiana. I am deputy clerk of the district court, and have been since May, 1873.

Q. Have you not been the principal deputy, and as such had entire control of the office during your said occupancy?—A. I have, since the 26th day of July, 1873.

Q. Have or have not there at any time since the 2d day of November, 1874, been on deposit in the clerk's office of said parish any records of an election held on said day, including the ballot-boxes, lists of persons who voted and of persons voted for, and the offices for which they were voted, and of the number of votes received by each, the number of ballots in the boxes, the number of votes rejected, and reasons therefor, and tally-sheets, all signed and sworn to by the commissioners of election of each poll? And has any document or list of any character connected with said election, or any box containing the ballots cast at said election, been deposited in said clerk's office?—A. There have been none, except a tally-sheet handed me by a commissioner of the First ward, which tally-sheet was afterward taken out of my office and carried away.

Cross-examined by contestee, FRANK MOREY :

Q. Has diligent search been made for these ballot-boxes and papers appertaining to said election by yourself or others?—A. There has been.

Q. Do you know where these ballot-boxes and papers are?—A. I do not.

Q. Did you examine the one tally-list?

(This question is objected to by contestant, on the grounds that the proper evidences of an election are the official returns of the officers of election, and cannot be supplied by parol.)

A. I did, so far as it appertained to the election of senator for this district, but did not as to any other candidates.

Q. Were you not present when that tally-list was made out?—A. I was present when some tally-lists were made out at the First ward, but do not know whether this was one of them or not.

Q. How many tally-lists did you see made out?—A. Three.

Q. Were they all alike, or did they all correspond?—A. They did; but after I came away a new set were made out, and I don't know what became of those I assisted in making.

Q. In regard to those which you helped make out, who assisted you?—A. T. B. Rhodes, E. Mayer, E. M. Spann, and, I think, David Jackson.

Q. Do you mean that the tally-lists that were out after you left differed from those you assisted in making in regard to the votes received by the candidates for Congress?—A. I cannot say whether they differed or not.

Q. Did the tally-lists that you saw made out give a correct statement of the votes as they were counted from the ballot-box?—A. If the man calling the names from the tickets called the names correctly, the tally-lists I assisted in making were correct.

Q. Was there any fraud or unfairness in counting the votes or making out the tally-lists that you saw or were aware of?—A. There was not.

Q. Who called off the votes when the tally-lists were made out that you assisted in making?—A. I think E. M. Spann called off for a couple of hours, and then T. B. Rhodes. They were commissioners of election.

Q. Were there or not a number of spectators present during the counting?—A. There was.

29 Q. Did you or not hear any complaints of unfairness by any member of either political party in counting?—A. I did not.

Q. Do you remember how the ratio stood at the counting of the votes for member of Congress?—A. I do not remember.

Q. Were you present during the entire day at the election held at Ward No. 1, held on 2d November?—A. I was.

Q. Did you pay strict attention to the manner in which the election was conducted as to its fairness or unfairness?—A. I did, and thought it a fair election.

Q. Did you hear any charges of unfairness made by either party during the day?—A. I did not.

Re-examined :

Q. Were you or were you not inside the room most of the day where the commissioners were, and therefore not in a position to know what was going on outside?—A. I think I was in and out of the room about equally during the day.

T. I. GALBRUT.

Sworn to and subscribed before me this 27th day of April, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of R. M. Lackey.

R. M. LACKEY, sworn on the part of contestant, William B. Spencer, testifies as follows :

Question. Where do you reside? And were you or not supervisor of registration and election for the parish of Carroll for the election of November 2, 1874?—Answer. I reside in the parish of Carroll, and was the supervisor of registration, as stated.

Q. Were or not the election-returns of the election held 2d November, 1874, for Carroll Parish, which were put before and promulgated by the State returning-board made out and signed by you?—A. They were not made out and signed by me, or by my authority.

Cross-examined by contestee, FRANK MOREY :

Q. When did you first inform anybody of this fact?—A. This is the first time that I have spoken about it.

Q. Did you not tell any one that you could swear to this before this morning?—A. No.

Q. Then you have kept this fact to yourself until this morning?—A. Yes.

Q. How do you know that the returns put before the returning-board were not signed by you?—A. Because there were more votes on the returns before the returning-board as promulgated than there were on the returns I signed.

Q. What do you mean by saying there were more votes on the returns before the returning-board than were on the returns by you made; that is to say, were there more votes for all of the candidates or more for some of them?—A. There were some four of the candidates who were credited by the returns with more votes than they received or I returned for them.

Q. Did you ever see the signatures to the returns before the returning-board?—A. No.

Q. Were the returns which you signed correctly made up from the returns of commissioners of election?—A. Yes.

30 Q. Do you know that the returns which were before the returning-board differed from the returns which you signed in respect to the votes for member of Congress?

(This question is objected to by contestant on the grounds that the returns themselves would be the best evidence of the matter inquired of.)

A. I know that they did differ.

Q. In what respect did they differ?

(Contestant makes the same objection to this question as to the preceding one.)

A. Because the republican candidate for Congress, by my returns, did not receive more votes than the other republican candidates.

Q. What vote did Morey receive for Congress according to your returns?

(Contestant makes same objection to this question as to the two preceding ones.)

A. About seventeen hundred and fifty votes.

Q. Do you mean seventeen hundred and fifty votes or seventeen hundred and fifty majority?

(Same objection by contestant.)

A. I mean seventeen hundred and fifty votes.

Q. Do you know how many votes were given for Morey by the returns before the returning-board?

(Contestant makes same objection to this question as to the previous ones.)

A. According to the official journal of the State the returning-board gave Morey a little the rise of two thousand votes.

Q. Do you recollect what Spencer's vote for Congress was by the returns you made?

(Contestant makes same objection to this question as to the preceding ones.)

A. As well as I can recollect, Spencer's vote was something over four hundred, and not exceeding five hundred votes.

Q. How many votes did Spencer get in the First ward?

(Contestant makes same objection.)

A. I do not recollect.

Q. How many did Spencer get in the Second ward?

(Contestant makes same objection.)

A. I do not recollect.

Q. How many did Spencer get in the Third ward?

(Contestant makes same objection.)

A. I do not recollect.

Q. How many did he, Spencer, get in the Fourth or Fifth ward?

(Contestant makes same objection.)

A. I do not recollect.

Q. Who assisted you in making up your return from the returns from the different polls in the parish?—A. W. W. Benham.

Q. Did any one else assist you?—A. James S. Millikin, one of my clerks. Both Benham and Millikin were commissioned clerks of the supervisor of registration.

Q. Did you discharge the duties of your office honestly and fairly according to the best of your ability?—A. I did.

Q. Mr. Spencer, in his notice of contest, charged that you were the mere tool of George C. Benham and others of Morey's supporters: is that true or false?—A. It is false.

31 Q. Do you recollect that, according to the returns made by you, Morey received about the same vote in the parish that was cast for Dubuclet.

(Contestant makes the same objection to this question as to the previous ones.)

A. He did not receive the same vote as Dubuclet.

Q. What vote did Dubuclet receive in the parish?

(Contestant makes same objection as before, and as, also, irrelevant.)

A. As well as I can recollect, about two thousand or more.

Q. How many more do you think ?
(Contestant makes same objection.)

A. I am unable to say.

Q. How do you know that Dubuclet received as many as two thousand ?
(Same objection by contestant.)

A. Because he was a very popular man in the parish, and ran ahead of his ticket, many white men and democrats voting for him.

Q. How many democrats voted for Dubuclet to your knowledge ?
(Objected to by contestant as irrelevant.)

A. I know of one who voted for him, and I heard others say that they had.

Q. Give the names of those whom you heard say so.

(Contestant makes same objection.)

A. James S. Milliken, J. M. Gaddis, Joe Leddy, and James Leddy. These are all I now recollect.

Q. What is the total registration of this parish ?—A. Twenty-five hundred and thirty.
R. M. LACKEY.

Sworn to and subscribed before me this 27th April, 1875.

S. DUNCAN GLENN,
Notary Public.

Contestant offers in evidence certified copy of the entire record in case No. 6229 on the docket of the district court of Carroll Parish, entitled Nicholas Burton *et al.* vs. Charles Hicks *et al.*, marked Exhibit B.

Contestee Morey objects to this record on the grounds that it is *res inter alios acta*. (See appendix for Carroll Parish, Exhibit B.)

Testimony of J. E. Burton.

J. E. BURTON, sworn for contestant, William E. Spencer, testifies as follows :

Question. Where do you reside now and where did you reside on 2d November, 1874 ?
—A. I reside in Carroll Parish.

Q. Were you or not a candidate at the election on 2d November, 1874, on the republican ticket in this parish ? If so, for what office ?—A. I was, for member of the house of representatives for the State.

Q. Did you ever examine the returns of said election that were before and that were canvassed by the State returning-board for the parish of Carroll ?—A. I did.

Q. Did you see the signature of R. M. Lackey that was signed to said returns before the returning-board ; and if so, was it his genuine signature ?—A. I have frequently seen Lackey's signature, and to the best of my belief his signature to said returns was not genuine. I think the handwriting was superior to what Lackey can write, but I cannot swear positively.

Q. Are you acquainted with the signatures of E. M. Spann, Thomas F. Montgomery, and R. M. Bagley ?

(Contestee objects to this question.)

32 A. I am ; but more particularly with Montgomery and Bagley's.

Q. From your knowledge of the handwriting of the said named persons, was the signature of E. M. Spann to the returns from Ward No. 1 of this parish, of Thomas F. Montgomery to the returns from Ward No. 2, and R. M. Bagley to the returns from Ward No. 3, which were before the returning-board, the genuine signatures of those gentlemen ?

(Objected to by contestee.)

A. They are not.

Q. Were you acquainted with the jurymen who tried the case of Nicholas Burton *et al.* vs. Charles Hicks *et al.* ? If so, please state whether they all were or not members of the republican party of Carroll Parish.

(Objected to by contestee.)

A. According to my belief and acquaintance with them, I being acquainted with every person on the jury, they were all republicans.

Cross-examined by contestee :

Q. Please state whether or not there were two factions of the republican party in Carroll Parish.—A. They were.

Q. Did or did not both factions generally support and vote for the constitutional amendments, for Dubuclet treasurer, and for Frank Morey for Congress, from this district ?

(Objected to by contestant.)

A. They did.

Q. Were you well acquainted with the sentiment politically of the republicans throughout the parish, and were you or not one of the leaders of one wing of the republican party in this parish ?—A. I was well acquainted and was one of the leaders, as stated.

Q. Did you, either before or since the election, hear or know of any republicans who supported or voted for William B. Spencer for member of Congress at the election in November last ?

(Objected to by contestant.)

A. I know of but two ; have heard of no others.

Q. Was not the suit of Burton *et al. vs.* Charles Hicks *et al.* a suit between republicans growing out of a split in the party in Carroll Parish ?

(Objected to by contestant.)

A. According to my belief there were democrats on both sides of this suit ; but the majority of the litigants were republicans. All the parties to the suit were nominees of one or the other wing of the republican party ; but both of these wings supported Morey.

Re-examined for contestant :

Q. When you say that both factions or wings of the republican party in Carroll Parish supported Mr. Morey for Congress, do you mean that all the members of that party voted for him, and was there or not considerable feeling against Morey among the members of that wing known as the Gla-Burton wing of said party, because of his favoring George C. Benham for State senate against Jacques A. Gla ?—A. I mean that all the leading republicans supported and advocated Mr. Morey, but I cannot say they voted for him, though I believe they generally did. There was considerable feeling against Mr. Morey among the Gla-Burton men of the republican party on account of his (Morey's) favoring George C. Benham ; I mean among a few of the leaders.

J. E. BURTON.

Sworn to and subscribed before me this 27th day of April, 1875.

S. DUNCAN GLENN,
Notary Public.

Contestant here closed his evidence-in-chief, reserving the privilege to rebut.

33

TESTIMONY OF CONTESTEE.

Testimony of John Scott.

JOHN SCOTT, being sworn, testified as follows :

Question. Were you present at the election held at Ward No. 3 on the 2d of November last ?—A. Answer. I was.

Q. Was or was not the election at that poll fairly conducted as far as you observed ?—A. It was, all but two things, which I did not think was right, to wit : That the tickets of some of our men, the Gla men, were taken away from them and torn up by the Benham men ; and Captain Anderson, one of the commissioners, opened the tickets and looked at them before putting them in the box, sometimes pushing them in the box with the ink end and sometimes with the other end of his pen.

Q. There were two factions, the Gla and the Benham factions, of the republican party, were there not ?—A. There were.

Q. Did not both of these factions support Morey for Congress ?—A. I believe they did ; most of them, anyhow.

Q. Do you know of any republicans who supported Spencer for Congress ?—A. I don't believe I do.

Q. Do you know of any republicans who did not support Morey ?—A. I do not.

Q. There was considerable bitterness between the two factions of the republican party in Carroll Parish, was there not ?—A. There was.

Q. Was Morey's name on the tickets of both factions ?—A. It was.

JOHN SCOTT.

Sworn to and subscribed before me this 27th day of April, 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of Thomas F. Montgomery.

THOMAS F. MONTGOMERY, sworn for Frank Morey, contestee, testifies as follows :

Question. Were you the democratic commissioner at poll No. 2, in the parish of Carroll, on the 2d of November, 1874 ?—Answer. I was.

Q. Did you see any fraud or ill practices in the conduct of the election at that poll ?—A. I did not.

Q. Was the counting of the votes and the making out of the tally-lists fairly conducted ?—A. So far as I saw they were.

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- Q. Did you hear any charges of fraud or unfairness made?—A. Not during the election.
- Q. If there had been any fraud or ill practices, would you not have been likely to have noticed it?—A. I would. I watched the proceedings quite closely.
- Q. Did you make an affidavit regarding the votes cast at poll No. 2, which was used before the returning-board?—A. I did.
- Q. Did you keep any memoranda or tally of the votes cast at poll No. 2?—A. I did not keep any memorandum of the vote, except between Benham and Gla, on a little piece of paper which I put in my pocket.
- Q. Did you sign the returns from that poll?—A. I signed only the list of names of persons who voted; did not sign the tally-sheets or returns.
- 34 Q. Did you sign all the papers that you considered necessary in connection with the election?—A. I did not think at the time it was necessary to sign other papers, and the other commissioners said they thought so, too.
- Q. Do you know of your own knowledge that the statements of votes and tally-sheets that were kept and made out at poll No. 2, are not the same that were before the returning-board and canvassed by them?—A. I do not know anything about it.
- Q. Do you recollect the number of votes cast at poll No. 2 for Spencer and Morey? (This question is objected to by contestant, on the ground that the official returns are the proper and only evidence of the matter inquired about, and parol is inadmissible.)
- A. I do not remember.

Cross-examined by WILLIAM B. SPENCER, contestant:

- Q. At what time of the day were the polls at No. 2 opened, and at what time of day did you take your seat as commissioner of election?—A. I do not know when they were opened, I not being present. I took my seat as commissioner at said poll some time in the evening; I do not recollect the hour; some time between 1 and 3 o'clock, I think.
- Q. At what hour did the polls close, and at what time did the counting of the vote close at said poll?—A. The poll closed at 6 o'clock Monday evening. The counting of the vote closed Tuesday night.
- Q. Were the tally-lists, showing the votes of each candidate, made up and signed by you and the other commissioners in presence of each other after the counting of the vote?—A. They were not. I never signed the tally-lists then or at any other time, or saw any of the other commissioners sign them.
- Q. Did not various and numerous other persons not commissioners of election, or connected with the election as officers, keep the tally-lists as the votes were counted, and relieving each other, from time to time, as they saw proper?—A. They did.
- Q. If your name appears on tally-sheets and statements of votes for poll No. 2, at said election, before the returning-board, were or not your signatures thereto forgeries?—A. They were forgeries if they so appear.
- Q. Were not the other two commissioners of election who acted with you and who took charge of the tally-sheets and other papers pertaining to the election at poll No. 2 members of the republican party?—A. I believe they were.
- Q. Did you ever see the tally-sheet or returns of the election of poll No. 2 after the polls were closed on Tuesday night?—A. I never again saw them.

Re-examined by contestee:

- Q. What persons kept the tally-lists during the counting of the votes?—A. Capt. W. B. Dickey, M. A. Sweet, and J. D. Therrell, and S. T. Austin, jr., for a short time. These gentlemen took it alternately in keeping the tally, relieving each other. They kept it by consent and request of the commissioners. There was no charge that the tallies were unfairly kept, either then or since, that I have heard of. The tallies were kept in presence of such citizens as chose to attend.

TOM F. MONTGOMERY.

Sworn to and subscribed before me this 23th day of April, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

35

Testimony of C. E. Moss, jr.

Judge C. E. Moss, sworn for contestee, Frank Morey, testifies as follows:

- Question. Please state your name, residence, and occupation.—Answer. My name, Charles E. Moss, jr.; my residence, Carroll Parish; my occupation is parish judge.
- Q. Where were you during the election on the 2d of November, 1874, and what do you know about the election?—A. I was at poll No. 1 on that day. Was there from daylight until 5 o'clock in the evening, being myself a candidate for parish judge and nominee of one wing of the republican party, there being two wings of the republican party in this parish. I belonged to what was known as the Benham wing. I was very active all day about the polls, and if I had seen anything that was wrong or unfair I would have objected,

being interested in having the election fairly held. At the time of the election I heard no charges of unfairness made, and it was generally conceded that the election was fairly held. I heard no quarreling or unkind words, and everything seemed to pass off pleasantly. Some time after, when the suit of Burton *vs.* Hicks was about being brought, I heard charges made of great frauds made at that poll. I know of my own knowledge that these charges were false.

Q. Do you know about what number of votes were cast at said poll on said day ?

(Contestant objects to this question on the ground that the election-returns are the only proper evidence of the votes cast.)

A. At 5 o'clock, when I left, there were five hundred and fifty-two votes cast.

Q. Can you tell about how many votes had been cast at poll No. 1 for Morey and Spencer, candidates for Congress, up to the time when you left ?

(Contestant objects, on same grounds as last above stated, to this question.)

A. Nearly all the votes were for Morey. Mr. Morey was supported by both factions of the republican party at that box, and there were but four democrats in that part of the parish and voting at that box. I did not know of or hear of any republicans voting for Spencer or against Morey at that box. Morey's name was on tickets of both wings of the republican party.

Cross-examined by contestant :

Q. Were there not reports made on the day of the election at poll No. 1 that J. A. Gla, candidate for State senator, had withdrawn, and did you not assist in circulating such reports ?

(Objected to by contestee.)

A. About 10 o'clock on the election-day there was a circular which seemed to come from below, which contained the report that Gla had withdrawn as a candidate for State senator, which he, at the request of Mr. Sartain, read to quite a crowd standing around.

Q. Did you or not know that that circular was to be gotten up, and did you not assist in getting it up ?

(Contestee objects to this question as irrelevant.)

A. Witness declines to answer on the ground that he might criminate himself.

C. E. MOSS, JR.

Sworn to and subscribed before me this 28th day of April, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

36

Testimony of James S. Millikin.

JAMES S. MILLIKIN, sworn for contestee, Frank Morey, testifies as follows :

Question. Please state your name and residence.—Answer. My name is James S. Millikin, and I reside in Floyd, in Carroll Parish.

Q. Where were you on the day of the election, the 2d day of November last?—A. I was at the Fourth-ward poll, and a democratic commissioner at that poll.

Q. How was the election conducted at that poll?—A. The poll was opened at the regular hour, and was conducted fairly, I think. I heard no charge of unfairness.

Q. Did you sign the election-returns of that poll?—A. I cannot recollect whether I did or did not, but I think I did all that was required of us by the printed instructions furnished for our guidance.

Q. Have you ever at any time made an *ex-parte* affidavit concerning the votes cast at said poll at said election?—A. I have not, but Mr. McCandless told me he had, and that his statement was in accordance with the tally-sheets.

Q. Was Mr. McCandless a commissioner at that poll?—A. He was not a commissioner of election, but claimed to act under some authority: I don't know what.

J. S. MILLIKIN.

Sworn and subscribed to this April 28th, 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of F. R. Barthelemy.

F. R. BARTHELEMY, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name and residence.—Answer. My name is F. K. Barthelemy, and I reside at Goodrich's Landing, Ward No. 1, Carroll Parish.

Q. State whether or not you were present at poll No. 1 during the election held November 2, 1874, and state what you know about the manner in which said election was held and conducted.—A. I was present, and the election was conducted fairly, without any disorder. I was present all day long, most of the time inside the room where the commissioners re-

ceived the votes. Heard no charges of fraud or unfairness made by any one during the day. I was sworn in by the commissioners as clerk, and I assisted them in tallying the votes cast at said poll.

Q. Did you keep any memoranda of the votes cast at said poll for member of Congress and other officers? And, if so, state what it was.

(Objected to by contestant on grounds as heretofore stated.)

A. I did. Mr. Spencer received thirty-three votes; Mr. Morey, five hundred and sixty-nine. I made this memoranda from the result of the tally-sheets, and it corresponded with that made by the commissioners of election.

Q. Did you see the commissioners sign the returns of said election at that poll?—A. I did. They were signed by E. W. Spann, T. B. Rhodes, David Jackson, who were the commissioners of election, E. M. Spann being the democratic commissioner. They were also signed by Emanuel Moyer, who claimed to be deputy United States supervisor.

F. R. BARTHELEMY.

Sworn to and subscribed before me this 25th day of April, A. D. 1874.

S. DUNCAN GLENN,
Notary Public.

37

Testimony of R. K. Anderson.

ROBERT K. ANDERSON, being sworn for contestee, Frank Morey, testifies as follows:

Question. State your name and place of residence.—Answer. My name is Robert K. Anderson. I reside in Carroll Parish.

Q. Where were you at the election held on November 2, 1874, and what official position did you occupy?—A. I was at poll No. 3, Ward No. 3, and was commissioner of election at said poll.

Q. Have you in your possession any of the returns of the election held at any poll in this parish? And, if so, state what.—A. I have. It is the duplicate return made up by the commissioners of election, and signed by them for poll No. 1, Ward No. 1 of this parish. The paper which I now exhibit is the said document.

(Certified copy of so much of said duplicate as relates to the vote cast for candidates for Congress is hereto annexed and marked "Exhibit A."—See appendix, testimony in Carroll Parish.)

(Contestant objects to the introduction of the said document on the grounds that it does not contain the oath of the supervisor of registration verifying it as required by law; that it is but a partial return of said election, not accompanied by the tally-sheets or list of voters at said poll, and has not been on deposit in the clerk's office, sealed up in the ballot-box for said ward with the ballots, tally-lists, and list of voters at said poll.)

Testimony of F. R. Barthelemy, (recalled.)

F. R. BARTHELEMY recalled by contestee, Frank Morey:

Question. Please examine the document produced by R. K. Anderson and state whether you saw the same made out and signed by the commissioners, and whether the signatures thereto attached are the genuine signatures of the commissioners.—Answer. I saw the document made out and signed by the commissioners of election, and their signatures are genuine.

F. R. BARTHELEMY.

Sworn to and subscribed before me this 28th day of April, 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of R. K. Anderson, (resumed.)

R. K. ANDERSON'S testimony resumed:

Question. State what you know of the manner in which the election was held and conducted at the poll for which you were commissioner.—Answer. The election was peaceable and fair. I knew of no charges of unfairness being made at the time. It was generally admitted by both republicans and democrats present at the polls that the election was free and fair. The ballots were counted at the poll under the direction of the three commissioners, namely, myself and Dub Anderson, republican commissioners, and Robert M. Bagley, democratic commissioner, all three of whom signed the returns. The returns were then delivered to the supervisor of registration at Lake Providence, parish-site.

38 Q. How many votes were cast at said poll, and what was the vote cast at the said poll for W. B. Spencer, and how many for Frank Morey, candidates for Congress?

(This question is objected to by contestant on the grounds heretofore stated, and on the grounds that the returns are the only proper evidence of the matters inquired of.)

A. My recollection is that there were five hundred and fifty votes cast in all. There were seven votes cast for Spencer, two blank as to member of Congress, and the balance for Morey.

Cross-examined by contestant :

Q. When were the returns of said poll signed, where, and were they signed in duplicate or only one set made out?—A. They were signed and sworn to the next day after the election, not at the polls, but at Providence. They were sworn to before S. T. Austin, justice of the peace; said returns were not made in duplicate, but a single copy made.

Q. In stating the number and result of the votes at said poll, are you positive, or do you only speak from memory?—A. I speak from memory only as regards the total number of votes cast. I am positive as to the two blank votes and the number of votes by Spencer; am positive that Morey got the balance. I am positive that there were more than five hundred votes cast.

R. K. ANDERSON.

Sworn to and subscribed before me this 28th day of April, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of David Jackson.

DAVID JACKSON, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, and occupation.—Answer. My name is David Jackson; I reside in Carroll Parish, ward No. 1, and am clerk of the district court.

Q. Where were you during the election held November 2, 1874?—A. I was at poll No. 1, and a commissioner of election there. Was present from the time the polls opened until they closed, and remained until the vote at that poll was counted, and assisted in counting the same.

Q. Did all the commissioners assist in making the count of the vote cast, and did they all sign the returns?—A. They did.

Q. How many copies of the returns were made?—A. Three copies.

Q. Examine the document presented by R. K. Anderson as a return from the First ward, and state whether it is one of the original returns made out and signed by yourself and the other commissioners of election.—A. It is one of the originals, and was signed by myself and the other commissioners after we had counted the votes at that poll. The other commissioners signed in my presence.

Q. Does this return contain a correct statement of the vote cast for member of Congress and other candidates at that poll?

(Contestant objects to this question.)

A. It does.

(Certified copy of a portion of the document referred to appears in the record marked "Exhibit A.")

Q. Did you have a good opportunity to see and to know how the election was conducted at that poll? And, if so, state what you know of it.—A. I had a good opportunity.

39 The election was conducted peaceably and as fairly as an election could be; I heard no charges of unfairness made by anybody; every voter had a chance to vote as he saw fit. Mr. Spann, the democratic commissioner, kept the list of votes; Mr. Rhodes, the republican commissioner, kept the tally-list, and I took the votes as they were handed in by the voters and put them in the ballot-box. The various candidates and others had access to our room in which we received the votes, so that they could see that the election was conducted fairly. There was no dissatisfaction expressed by any one as to the manner in which the election was conducted.

Q. Did the voters generally hand you their ballots?—A. They did.

Q. Was or not there a large crowd about the voting-place at certain portions of the day, who were anxious to vote without much delay?—A. There was.

Q. Did or not a portion of this crowd try to vote ahead of others, out of their "turn," as it was called? And, if so, state how it was done.—A. A good many would crowd up to the window where the box was, and try to vote one before the other. Some of them had short sticks with the ends split, to which they stuck their ballots and handed them up to the commissioner ahead of others who were nearer to the ballot-box.

Q. Did not you take all the votes that were so handed by the voters and put them in the ballot-box?—A. The voters handed up the registration-papers with their votes. I handed the registration-paper to Mr. Rhodes, the other commissioner, who indorsed it. I then put the ballot in the box.

Q. Where was the ballot-box placed?—A. Right in the window, in sight of the voters who were outside. Each voter who wished could see me deposit the vote in the box.

Q. Do you know Cæsar Johnson? What is his reputation?—A. I know him, and do not think he has a very good character.

Q. Would you believe him under oath?—A. I would not.

Q. Who handed back the registration-papers to the voters after they were indorsed by the commissioner?—A. They were handed back by myself or by Mr. E. Mayer, who claimed to be acting as the democratic deputy United States supervisor.

Q. Was there or not any money handed back by yourself or any other person with the registration-papers?—A. There was not.

Q. Did or not you hear of any such report or charge being made during the day of election by any member of either political party?—A. I did not. I would most likely have heard any such report had it been made.

Cross-examined by contestant:

Q. Are you or not a member of the republican party and a strong and active partisan of the same?—A. Am a strong republican, but do not think I am a very active politician.

DAVID JACKSON.

Sworn to and subscribed before me this 29th day of April, A. D. 1875.

S. DUNCAN GLENN,

Notary Public.

Testimony of Robert M. Bagley.

ROBERT M. BAGLEY, sworn for Frank Morey, contestee, testifies as follows:

40 Question. State your name, residence, and occupation, and where you were on the 2d November, 1874, at the election, and what position did you hold?—Answer. My name is Robert M. Bagley. I reside in the Third ward, parish of Carroll, am a planter and merchant, and was appointed and served as democratic commissioner of election for poll No. 3, parish of Carroll.

Q. Were you present all day during the election and afterward until the vote cast at said poll was counted?—A. I was.

Q. State how the election at that poll was conducted.—A. The election was conducted very loosely. I know that the law was not complied with in many instances. There were a great many charges of unfairness which I, as commissioner, attempted to correct, but was overruled. There was some disturbance on the day of the election between contending parties, especially among the constables, who were very partisan, all belonging to the same side. Candidates for office were allowed to keep the tally-sheets.

Q. Specify the instances in which the law was not complied with.—A. Parties were allowed to vote who I know were under age, and others who had not proper registration-certificates. The ballots were not counted nor returns made out until thirty-six hours after the closing of the polls. The official count upon which the returns were made was made in Providence thirty-six hours after the close of the election. The box was opened at the poll at the conclusion of the election and the names of persons voted for called off; but there was no official count kept of them at that time.

Q. Did you or not yourself keep an account of the votes that were cast at that poll as made out from the actual count of the votes cast?—A. I kept one of the tally-sheets; whether the count was correct or not I do not know. I tallied as the names were called from the ballots.

Q. Who called the names from the ballots?—A. R. K. Anderson, one of the republican commissioners.

Q. Were or not the votes called off in the presence of other parties?—A. There were other parties in the room. Whether they saw the names on the tickets called I do not know.

Q. Did the tally-sheet that you kept agree with the return from that poll which you signed and swore to as being correct?

(Contestant objects to this question.)

A. The tally-sheet which I kept did correspond with the return which I signed and swore to.

Q. Did not the commissioners adopt the tally-sheet which you kept as the correct tally-sheet?

(Question objected to by contestant.)

A. They did, because the balance of the tally-sheets did not correspond.

Q. On the return which you swore to as being the correct statement of votes cast at poll No. 3, how many votes were cast for William B. Spencer for Congress and Frank Morey for Congress?

(This question is objected on grounds previously stated to other questions by contestant.)

A. I do not remember either now well enough to swear to them.

Q. Did you or not make affidavit, which affidavit was before the returning-board, in which you stated the exact number of votes cast for W. B. Spencer and for Frank Morey for Congress, and which affidavit stated that this was the vote stated in the returns which you signed and swore to as being the correct statement of the votes cast for Morey and for Spencer, respectively, at poll No. 3?

(This question objected to by contestant.)

41 A. I know I made an affidavit before the returning-board, and think, though I am not positive, that I stated therein the vote for Morey and Spencer. My statement in that affidavit, whatever it was, was correct.

Q. If in that affidavit you swore that William B. Spencer received seven votes and Frank Morey five hundred and ten, was or not that the correct statement of the votes cast for those persons?

(Contestant objects to this question.)

A. It was.

Q. Do you know of any person at poll No. 3 who was prevented from voting by any disturbance which took place on the day of the election?—A. I do not.

Q. Do you know of any person at poll No. 3 who voted for Morey for Congress who did not do so of his own choice?—A. I do not.

Q. Was anybody arrested, or did you, as commissioner, arrest, ask to have arrested, or issue a warrant for the arrest of any person for violation of the election-law at poll No. 3 on the day of election?—A. I did not.

Q. When you stated that the counting of the ballots was not commenced until thirty-six hours after the election, do you mean that the counting of the votes which you tallied, and which was adopted by the commissioners as the correct tally, was not commenced till thirty-six hours after the election?—A. What I mean by the official count having been made at Providence is this: At the conclusion of the tallying of the votes at the poll, and, I think, without having cast up the tallies, the ballot-box, with the tally-sheets, votes, &c., in it, sealed up, was taken to Providence by R. K. Anderson and Nelson Blackwell, republican deputy United States supervisor for said poll, to be delivered to the clerk of the court. I went to Providence on Wednesday, and, with the other commissioners, recounted the votes, finding them to correspond with the tally-sheets; we made up the returns and signed them, and swore to their correctness.

Cross-examined:

Q. When you state that on getting to Providence you and the other commissioners recounted the votes, do you mean that you again called over and tallied each name on each ticket, or that you only counted the number of tickets in the box?—A. I mean that at Providence we only counted the number of tickets in the box, and did not tally them over again.

Q. Were you or not, after closing up the box and tallies and ballots at the polls, constantly with that box until your returns had been made and sworn to; and where was the box in the mean time?—A. I was not constantly with it. I saw the box in Providence on Tuesday evening, in possession of the republican deputy United States supervisor and Mr. Anderson. They took the box out of Providence that evening. I do not know of my own knowledge where they took it.

Q. Why were you not with that box all the time?—A. We, the commissioners, agreed to put the box in the hands of the said United States supervisor to bring to Providence. This arrangement was made for our mutual convenience.

Q. In making your tally-list did you verify it by the votes themselves?—A. I did not.

Q. Did you see what purported to be your signature to returns and tally-sheets put before and canvassed by the State returning-board; and, if so, were your signatures thereto genuine?—A. I did see said returns, and what purported to be my signature to the returns of poll No. 3 was a forgery.

42 Q. You have stated that you did not take any steps to arrest disturbers of order at said poll No. 3; why did you not do so?—A. Because I was not conversant with the election-law and did not know that I was authorized to do it.

Q. Did you see at said poll any undue influence or effort to prevent voters from voting as they wished; and, if so, what?—A. I did see undue influence used. I saw one man have nearly all of his clothes torn off of him by parties attempting to get him to vote as they wished. The man told me afterward that he would have voted differently, but was afraid.

Re-examined by contestee, FRANK MOREY:

Q. Was there any material difference between the tally-sheet kept by you and that kept by other parties; and, if so, what?—A. There was a considerable difference; I cannot state the exact amount.

Q. This man who told you he would have voted differently, did he tell you he would have voted differently as to member of Congress?—A. He did not.

R. M. BAGLEY.

Sworn to and subscribed before me this 29th day of April, 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of T. B. Rhodes.

T. B. RHODES, sworn for contestee, Frank Morey, testifies as follows:

Question. What is your name, residence, and occupation?—Answer. My name is Thomas B. Rhodes; my residence is in Carroll Parish; my occupation, a planter.

Q. Were you a commissioner of election at poll No. 1, Carroll Parish, at the election 2d November, 1874?—A. I was.

Q. Were you present at said poll during the entire day of the election?—A. I was.

Q. Did you see any fraud or ill-practices at the election held at that poll?—A. I did not.

Q. Did you hear of any at the time?—A. I did not.

Q. Did you take part in counting the votes?—A. I assisted in counting the votes.

Q. Were the votes fairly counted and were the tally-lists and returns accurately made out?—A. They were, so far as I know.

Q. Do you remember how many votes were cast at that poll for W. B. Spencer for Congress and how many for Frank Morey? If so, state the number.

(Contestant objects to this question.)

A. Thirty-three votes for Spencer and five hundred and sixty-nine for Morey.

Q. Was any one compelled at that poll to pass his ballot up to the commissioner on a stick?—A. No one was.

Q. Could not every elector have voted with his hand from the ground?—A. All could have done so.

Q. Was any one permitted to vote at that poll who did not present the proper registration-papers?—A. Not that I know of.

Q. Was there any democrat present during the election at that poll?—A. There was; Mr. Spann, a commissioner, was present.

Q. Did he take exception to anything that was done in the conduct of the election?—A. He did not.

43 Q. Please state how the ballot-box at that poll happened to be placed at a window.

—A. We commenced voting at the door of the building in the morning, and nailed strips across the door to keep the crowd out. The crowd became so noisy and so eager to vote that in pressing against the strips they broke them off. Some one then proposed that the box be removed to the window. It was then placed on a table by the window, so that the top of the box was above the window-sill.

Q. Was there any objection on the part of the democratic commissioner or any party present to placing the box at the window?—A. There was no objection, but it was suggested by some one that each voter had a right to place his ballot in the box with his own hand. So we caused it to be proclaimed that any one who wished to place his ballot in the ballot-box himself could come in the room and do so; and accordingly many did do so.

Q. Could the ballot-box at the window be seen by the voters outside?—A. It could be seen by the voters all the time from the outside.

Q. How high was the window from the ground?—A. I measured it, and my recollection is that it was between 5 feet 8 inches and 5 feet 10 inches from the ground.

Q. The document produced by R. K. Anderson and purporting to be one of the original returns from poll No. 1 is here produced. Is your signature to this document genuine?—A. It is. I made out the returns and signed them in the presence of the other commissioners, and they signed it in my presence, and the statement of the votes therein given is a correct statement of the cast at that poll.

Cross-examined :

Q. You stated that the voter could at all times see the ballot-box at the window. Do you mean by this that the person approaching the window to hand in his ballot could at all times see the box and the deposit of his ticket therein?—A. No, sir; I meant that in the first portion of the day, when the box sat close to the window, a person handing up his ticket could see it put in the box; that later in the day, on account of the voting on sticks, we moved the box back from the window, when a person close to the window could not see his ticket deposited.

Q. Do you know that all the men handing up tickets and registration-papers to vote were the men named in the registration-papers?—A. I do not.

Re-examined by contestee :

Q. Was any charge of fraudulent voting made at the time of the election by any one.—A. Not that I heard.

Q. Did not the possession of the certificate of registration entitle the holder thereof to vote, unless it was charged and proven that the holder thereof was not the person named and described therein?—A. That was the practice there, and my understanding of the law.

THOS. B. RHODES.

Sworn to and subscribed before me this 29th day of April, 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of Charles E. Moss, (recalled.)

Judge CHARLES E. MOSS recalled for contestee, Frank Morey :

Question. State what you know of the matter of voting on sticks at poll No. 1.—

44 Answer. This voting was done at a negro cabin. There was a large crowd around

the window, and some voters who could not approach the window, in order that they might vote earlier, placed their ballots on sticks and passed them up to the commissioner. There were perhaps sixty or seventy votes cast in this way.

C. E. MOSS, JR.

Sworn to and subscribed before me this 29th day of April, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of John M. Gaddis.

JOHN M. GADDIS, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, occupation ; where and in what capacity were you during the election on the 2d of November, 1874.—Answer. John M. Gaddis ; Fourth ward, Carroll Parish ; physician and planter ; and was commissioner of election at poll No. 4, parish of Carroll.

Q. State what was the character of the election held at that poll on that day, the number of votes cast at that poll, and the number received by each candidate for Congress.

(Contestant objects to this question.)

A. It was fair, quiet, and peaceable, and was so admitted at the close by everybody. There were two hundred and twenty-nine votes cast in all, of which number Frank Morey received one hundred and fifty-five, and William B. Spencer seventy-four, for member of Congress. At the close of the polls the votes were counted by myself and the other commissioners, the returns made up, and signed by J. S. Millikin and myself, and I am very certain by Mr. Pride, the other commissioner. Returns and poll-lists were then sent with the ballot-box and ballots by J. S. Millikin, the democratic commissioner, to Providence, to be delivered to the proper officer.

J. M. GADDIS.

Sworn to and subscribed before me this 30th day of April, 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of M. A. Sweet.

MARION A. SWEET, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, and occupation, and where you were during the election held in this parish on the 2d of November, 1874.—Answer. My name is Marion A. Sweet ; residence at Providence, Ward No. 2, Carroll Parish ; recorder for said parish ; at poll No. 2 the greater portion of the day.

Q. Was the election at said poll fairly conducted ?—A. It was.

Q. Did you hear any complaints made by any party on the day of the election at said poll ?—A. I did not.

Q. Did general good feeling seem to prevail at the poll ?—A. It did ; everything seemed to be harmonious.

Q. Were you present at the tallying of the votes at that poll ?—A. Only part of the time.

45 Q. Was the tally fairly kept while you were there ?—A. It was.

Q. Did several parties keep tally ?—A. They did.

Q. Were these tallies compared ?—A. They were while I was tallying.

Q. Are you quite sure that, by means of this comparison, the tallies were correctly kept while you were present ?—A. I am.

M. A. SWEET.

Sworn to and subscribed before me this 30th day of April, 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of E. M. Spann.

E. M. SPANN, sworn for contestee, Frank Morey, testified as follows :

Question. State your name, residence, occupation, and where you were on the day of the election held in Carroll Parish, on the 2d day of November, 1874 ?—Answer. My name is E. M. Spann ; reside in the First ward, Carroll Parish ; am a planter ; and was democratic commissioner of election at poll No. 1 in Carroll Parish.

Q. Were you there all day ?—A. I was.

Q. Did you assist in making up the returns at the close of said election ?—A. I assisted in calling off the votes. T. B. Rhodes, another commissioner, kept one of the tallies, and some other parties present kept other tallies ; finding upon footing them up the tallies did not all agree, we counted the votes all over again, and the tallies then kept did agree. The

returns were then written up; there were either two or three copies; and the other commissioners and myself then signed them in the presence of each other.

Q. (The document A produced by R. K. Anderson being produced and exhibited to the witness.) Is this document one of the original returns made out at poll No. 1 and signed by you and the other commissioners, and does it give the true result of the election held at poll No. 1?

(This question is objected to by contestant.)

A. It is one of the original returns that was made up and signed by the commissioners, and it gives the true result of the election at said poll.

Q. After the returns were made out what was done with them and the other papers pertaining to the election at that poll, and with the ballot-box containing the ballots cast at that poll?—A. David Jackson, another commissioner, and myself took them to Providence, the parish-site, and deposited them in the office of the clerk of the court, all except the returns, one copy of which was left with the clerk of the court and another given to the supervisor of registration of the parish.

Q. Did the commissioners of election at that poll give the voters reasonable opportunity to vote, and was it or not generally admitted that the election was conducted fairly?—A. I think they had ample opportunity to vote. I heard no complaints against its fairness until after the election was over.

Q. Did you see or did you know of or did you hear of any greenbacks being handed out to voters by any commissioner or other person?—A. I did not see anything of the kind, nor hear of it.

Q. Do you know Nicholas Burton?—A. I do.

Q. State whether or not he was present in the room with the commissioners frequently during the day of election watching how it was conducted, and whether or not he made any complaint of unfairness to the commissioners or other persons, so far as you know or heard.—A. He was present the greater part of the day in the commissioners' room and seemed to be watching the voting very closely. I do not recollect of hearing him make any complaints while the voting was going on. He complained of being defrauded of a few votes between the first and second counts.

Cross-examined by contestant:

Q. If your name appeared upon returns from the First ward before the returning-board showing a different result from that now stated by you, was or not your signature thereto genuine?—A. My signature thereto, if such were the facts, was either a forgery or the return itself had been changed or falsified.

E. M. SPANN.

Sworn to and subscribed before me this 30th day of April, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of T. B. Rhodes, (recalled.)

T. B. RHODES recalled for contestant:

Question. Have you had any conversation since the election on 2d November, 1874, with Nicholas Burton, regarding the fairness of the election held on that day at poll No. 1? If so, please state it.—Answer. The first conversation I had with him was the day after the election—the day we signed the returns. Burton was claiming to be United States commissioner at the poll. He said he thought we, the commissioners, acted fair in the matter. I wrote or dictated a certificate on the tally-roll that Mr. Mayer, the other United States commissioner, kept. The certificate stated, in substance, that the election was perfectly fair, and that tally-sheet exhibited the true result of the election at that poll. Mr. Mayer and Mr. Burton both signed the certificate. I had a conversation with Nicholas Burton again about a week after the election. He had just received the news of the election of Gla as State senator. Gla was a candidate on the same ticket as Burton. They were both colored men and nominees of the same wing of the republican party. He said that he was satisfied that his wing of the party was overwhelmingly defeated in the parish, but was satisfied as Gla was elected senator from this district. He further said that the commissioners at poll No. 1 should have given him thirteen more ballots than they did, for the last count gave him that many less than the first count did. He expressed his dissatisfaction in no other respect.

Q. Do you know a colored voter named Carson Johnson, and did you hear that he reported that "greenbacks" were handed out at the window at poll No. 1? And, if so, state what you know of him and of the story, and of the facts in the case.—A. I know him and heard him give his evidence to the effect stated before the district court. I know nothing of him personally, but I do know that his statement that David Jackson, one of the commissioners, rolled up greenbacks in the registration papers and handed them back to the voters is untrue; because the tickets or ballots, together with the registration-papers, were handed

up to David Jackson, who took the ballot and handed the registration-papers to me, which I indorsed "voted." Jackson then put the ballot in the box and I handed the registration-paper to Mr. Mayer, who was acting as democratic United States supervisor, and who handed it out to the voter. I never heard this report from any other source, and I don't believe it was possible to be true without my having some knowledge of it.

THOS. B. RHODES.

Sworn to and subscribed before me this May 1, 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of Hiram R. Lott.

Col. HIRAM R. LOTT, sworn for Frank Morey, contestee, testifies as follows :

Question. What is your name, residence, and occupation, and where were you at the election on the 2d day of November, 1874?—Answer. Hiram R. Lott; Ward No. 4, Carroll Parish; planter; at Floyd, poll No. 4.

Q. State what you know in regard to the fairness of the election held at that poll on that day.—A. I was there most of the day, but not at the opening or closing of the polls. The election was a peaceable and quiet one, every one voting that wanted to, so far as I know. It was generally observed that the election was an unusually quiet one.

H. R. LOTT.

Sworn to and subscribed before me this 1st day of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of William H. Stroube.

WILLIAM H. STROUBE, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, and occupation, and where you were on the day of election, 2d November, 1874.—Answer. William H. Stroube; Floyd, Fourth ward; clerk, and member of police jury, and notary public. Was in the town of Floyd, poll No. 4, Carroll Parish.

Q. State what you know of the character the election held at that poll on that day.—A. I was at the polls when they were opened; was there most of the day, and was there when they closed. So far as I know the election at that poll was free, fair, and peaceable. Heard no complaints at all, either then or since. I was present most of the time while the vote was being counted. I heard the result of the poll, but cannot remember now the figures.

Q. Do you recollect what the vote was at that poll for Spencer and for Morey for Congress? And, if so, state it.

(Contestant objects to this question on grounds heretofore stated.)

A. To the best of my recollection the vote as announced by the commissioners was for Morey one hundred and fifty-five and for Spencer seventy-four.

WM. H. STROUBE.

Sworn to and subscribed before me this 1st of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

48

Testimony of P. Jones Yorke.

P. JONES YORKE, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, and occupation, and where you were on the 2d of November last at the election.—Answer. P. Jones Yorke; Third ward, Carroll Parish; poll No. 3.

Q. State what you know of the manner in which the election at said poll was held and conducted.—A. Was at said poll nearly all day. The election was quiet and orderly, and the people voted promptly. It was as quiet and as fair an election as I ever saw. It was generally conceded that the election was free and fair by members of both parties. I remained all night and till the counting of the votes was finished next day, and until the tallies were made up and the ballot-box sealed.

Q. Do you recollect what vote was cast at that box for the candidates for Congress? If so, state what it was.

(Contestant objects to this question, as heretofore.)

A. I do not recollect the exact number, but there was between five and six hundred cast at that poll. They were nearly all cast for Morey, both factions of the republican party voting for Morey. Spencer received only the votes of a part of the democrats who voted at that box.

Cross-examined :

Q. Were you not a candidate on the ticket of one wing of the republican party for the legislature?—A. I was.

P. JONES YORKE.

Sworn to and subscribed before me this 3d day of May, A. D. 1875.

S. DUNCAN GLENN,

Notary Public.

Testimony of B. H. Lanier.

B. H. LANIER, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, and occupation, and where you were at the election in Carroll Parish on the 2d of November last.—Answer. Benjamin H. Lanier; residence, Carroll Parish, Louisiana; was until March last editor of the Lake Republican, a newspaper published in Providence, Carroll Parish; am now tax-collector of said parish; was at poll No. 2, Carroll Parish.

Q. State what you know of the character of the election held on that day at that poll.—A. I was at and around the polls the entire day. The election was peaceable, quiet, and generally regarded as very fair. I remained at the polls until after the votes were counted, and assisted in keeping the tally-sheet.

Q. State, if you know, what the total vote was that was cast at that poll, and state the vote that was cast for the candidates for Congress, if you know.

(Contestant objects to this question, as heretofore.)

A. According to the best of my recollection, the entire vote for congressional candidates was something over seven hundred. I think Spencer received forty-eight, forty-nine, or fifty votes, and Morey the balance of the total vote.

Q. Do you recollect whether or not the actual vote for the different candidates for State treasurer, Congress, and State senate was or not published in one of the newspapers published at Providence, or an extra of the same; and, if so, in what paper, and was or not that publication a correct statement of the vote cast at poll No. 2, for the different candidates mentioned therein?

(Contestant objects to this question, as heretofore.)

A. True Republican, newspaper published at Providence, published a statement of the votes cast for the senatorial candidates, which I regarded as correct. This was published in an "extra."

Q. State whether or not this vote so published did not correspond with the vote announced at conclusion of the counting at poll No. 2.

(Contestant objects to this question, as heretofore.)

A. The statement published in the True Republican did correspond with the actual count made by the commissioners at poll No. 2.

Cross-examined :

Q. Did you keep a tally during the whole time and continuously while that vote was being counted?—A. I did not. I think it took about twenty-four hours to count the vote, and it would have been impossible almost for a man to have tallied continuously for that time.

Q. Do you know of your own knowledge what the vote and result at that poll was?—A. In my direct examination I gave the result of that vote to the best of my knowledge and belief.

Re-examined by contestee :

Q. Were or not several tallies kept by different parties present, and if so, were or not they kept under the direction or supervision of commissioners at that poll?—A. There were three tally-sheets kept under the direct supervision of the commissioners at poll No. 2. One of these tallies I assisted in keeping. Those who kept each tally relieved each other from time to time in the labor.

B. H. LANIER.

Sworn to and subscribed before me this 3d day of May, A. D. 1875.

S. DUNCAN GLENN,

Notary Public.

Testimony of R. K. Anderson, (recalled.)

R. K. ANDERSON recalled by contestee, Frank Morey.

Question. Please state whether or not you have any of the poll-lists or other evidences of the election held in November last in your possession or charge.—Answer. The one that I produced when first examined I received from the clerk of the court. All the poll-lists

and the returns signed by the commissioners were made singly at the poll of which I was a commissioner, and I turned them over to the supervisor of registration, which I did not receive back from him. I had nothing to do with the election at any other poll, nor did I receive from the clerk or any one else any poll-list, tally-sheet, or return of the election. The tally-lists at poll 3 were made in triplicate.

Q. Did you see or do you know what disposition was made of the ballot-boxes containing the ballots cast at said election in this parish, or of any of the returns or other papers connected with said election?—A. The ballot-boxes containing the ballots were deposited in the office of the supervisor of registration when they were brought to the parish-site by the commissioners of election. I saw them there on the day after the election, or the next day. I know nothing of their disposition since then.

50 Q. Has or not a term of the district court been held in this parish since the election in November last?—A. There was a session commencing on the first Monday in December last, I think.

R. K. ANDERSON.

Sworn to and subscribed before me this 3d day of May, A. B. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of Charles H. Nash.

CHARLES H. NASH, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, and occupation, and where you were on 2d of November last, the day of the election in Carroll Parish.—Answer. Charles H. Nash; Carroll Parish; planter; and am president of the police-jury. Was at poll No. 5 on the day of the last general election.

Q. Were you or not a member of the police-jury of this parish at the time and previous to the last election, and if so, state whether in appointing commissioners of election the police-jury selected them from different political parties?—A. I was president of the police-jury at the time referred to. The police-jury appointed one democrat and two republicans at each poll in the parish.

CHARLES H. NASH.

Sworn to and subscribed before me this 3d day of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of W. W. Benham.

W. W. BENHAM, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, and occupation, and where you were on the 2d day of November last, the day of the last election.—Answer. W. W. Benham; Carroll Parish; planter; was at poll No. 2 in said parish on the day of the last election.

Q. Were you one of the commissioners of election at poll No. 2?—A. I was.

Q. Were you present as commissioner of election at said poll all day, and did you assist in tallying the votes cast at that poll, and in making up the returns thereof?—A. I was present during the entire day; never left the poll from morning until night. I assisted in counting the vote by examining and calling off every ticket the ballot-box contained. The ballots, as I called them off, were tallied by several persons under the supervision of the commissioners, who relieved each other from time to time. There were three tally-sheets kept. The returns were made up from the result of the tally-sheets.

Q. During the day of the election what was your own particular duty?—A. My duty was to receive the registration-papers from the voters, compare them with the poll-book, and indorse "voted" on the registration-papers, and sign my name as commissioner of election to the registration-papers.

Q. Do you recollect how many votes were cast at that poll; and have you any memoranda, such as tally-lists, or lists of voters, or anything of that kind, pertaining to the election at said poll?

51 (Contestant objects to this question.)

A. Seven hundred and thirteen, as is shown by the list of votes kept by one of the commissioners of election. I have a list of the names of those who voted at that poll on that day.

Q. By whom was that list kept or made?

(Contestant objects to this question.)

A. Mr. Joseph Leddy kept the list until about 3 or 4 o'clock in the afternoon, and was then relieved by Thomas F. Montgomery, the democratic commissioner. When the polls opened in the morning there were but two of the commissioners present. In that case the law made it the duty of the two commissioners to appoint a third, which we did, appointing Mr. Joseph Leddy, at the suggestion of the by-standers, in the place of Mr. Thomas

F. Montgomery, who was absent. Mr. Leddy served as commissioner until the arrival of Mr. T. F. Montgomery in the afternoon, by whom he was relieved.

Q. Will you please produce the list of voters of which you speak?

(Document produced, certified copy of which is marked "Exhibit C," and attached hereto. See appendix, testimony in Carroll.)

(Contestant objects to the introduction of this document in evidence.)

A. This is the document.

Q. Who wrote and who signed the jurat attached to this document?—A. I wrote the jurat myself, following the form prescribed by law. It was signed by myself, T. F. Montgomery, and S. S. Murray, and the oath administered by F. T. Austin, justice of the peace, Second ward. It was done at the polls immediately after closing the ballot-box, and before proceeding to count the votes.

Q. Did the number of tickets counted out of the ballot-box at the conclusion of the election correspond with the number of persons voted, as shown by this list?—A. It did, exactly.

Q. Were or not the ballots counted out of the ballot-boxes at the polls where they were cast, and the tally-sheets made up therefrom in the presence of such voters as chose to attend, and did not several voters so attend?—A. They were counted at the polls where they were cast without removing the ballot-box. The tally-sheets were made up in the presence of ten or fifteen voters, representing the democratic party and both wings of the republican party. Mr. Blount, the democratic United States supervisor of election, stood over the ballot-box with me, and saw by the tickets as I held them in my hand that they were called just as they were printed or written.

Q. Of the votes cast at poll No. 2, state, if you know, how many were cast for W. B. Spencer and how many for Frank Morey, respectively, for Congress.

(Contestant objects to this question on the grounds heretofore stated.)

A. Upon summing up the tally-sheets on congressional vote, there was found to be three or four votes less on the congressional vote than the number of votes shown by the list. The vote for Spencer was either forty-nine or fifty; and the balance of the vote, less the three or four who did not vote for Congress, was the vote received by Frank Morey—six hundred and sixty or six hundred and sixty-one.

Q. In voting at that election, were or not all the candidates voted for on one ticket or ballot?—A. The names were all on one ticket.

Q. Then when you state that there were three or four less votes for candidates for Congress than for other candidates, do you mean that the names of the candidates for Congress were erased from the three or four tickets?—A. I do.

52 Q. Was or not the result of the vote given to the United States supervisor, or other person present, or publicly announced, as soon as the result was ascertained?—A. A memorandum of the vote was taken from the tally-sheets by Mr. Lanier and Capt. W. B. Dickey. The congressional vote for the entire parish was given by me to Mr. Blount, United States supervisor of election, from the tally-sheets, after they were received from different polls.

Q. Do you mean after they were received by the supervisor of registration of the parish?—A. I do. They were in my possession as clerk of the said supervisor of registration.

Q. Do you recollect the number of votes that were cast in the parish for members of Congress, as shown by the returns from the different polls, as made to the supervisor of registration for the parish, and which were in his possession or in yours as clerk of the supervisor of registration? And, if so, state what the vote was.

(Contestant objects to this question on the ground as heretofore stated.)

A. I have forgotten the exact number of votes cast in the parish as shown by the returns in the possession of the supervisor of registration, but am of the impression that the entire vote was something over two thousand. And of that vote Mr. Spencer received something over two hundred, and Mr. Morey the balance.

Q. Are you not certain that the total vote cast for members of Congress was over two thousand?

(Objected to by contestant.)

A. I know that it was more than two thousand, but cannot recollect the exact figure.

Q. Who was the supervisor of registration for this parish?—A. Robert L. Lackey.

Q. Is or not he rather an illiterate colored man?—A. He is a colored man who reads and writes.

Q. Was the business of his office transacted by himself or his clerks?—A. Mr. Lackey was present to oversee the business of his office, which was done mainly by his clerks.

Q. Was there or not a consolidated return or statement of votes cast in the entire parish made up and signed by the said supervisor?—A. There was a statement made up and signed by him in my presence.

Q. From what data was this statement made up?—A. It was made up from the several reports of commissioners of election at the different polls.

Q. State, if you know, what was done with this consolidated statement.—A. It was delivered to the clerk of the returning-board in New Orleans, and his receipt taken for the same. This is the receipt.

This is a copy:

"75.

NEW ORLEANS, Nov. 17, 1874.

"Received of supervisor one p'k'g, said to contain tally-sheets, statements, and votes according to law, for the parish of Carroll.

"CHAS. S. ABELL,
Ass't Sec'y."

Q. What was the character of the election held at poll No. 2, so far as peace, order, and fairness was concerned?—A. Everything was quiet the entire day. The democratic commissioners expressed themselves as being perfectly satisfied with the fairness of the count and the election generally. Heard no complaints as to the fairness of the election from anybody.

53 Cross-examined by contestant :

Q. Did you make your returns in triplicate or duplicate at poll No. 2?—A. We made them in duplicate.

Q. By whom and when were those returns signed, and before whom sworn to, if at all?—A. They were signed by the three commissioners of election, to wit, myself, Thomas F. Montgomery, and S. L. Murray, a day or two after the election, and I think on Wednesday, just as soon as the counting of the vote was finished. I don't recollect the magistrate by whom the oath to the returns was administered to the commissioners. The tally-sheets were not sworn to at all, the law not requiring it. The commissioners had several oaths to take. I recollect I swore to one before Mr. Lacky, J. P., one before Mr. Austin, J. P., one before C. E. Moss, parish judge, and one before T. R. Thrall, J. P.

Q. Were you and Mr. Murray the republican commissioners at that poll; and, if so, to which wing of the republican party did you belong, the Benham or Gla wing?—A. We were the republican commissioners. I voted the Benham ticket. On the day of election we represented both wings. I don't know what ticket Murray voted. In the congressional contest there was no contest between Benham and Gla, both supported Morey for Congress.

Q. Was or not S. L. Murray understood, known to be, and generally regarded in the community as a supporter of the Benham ticket?—A. I do not know.

Q. Who were the republican commissioners at poll No. 3, and were they or not known and understood to be in the community as supporters of the Benham ticket?—A. R. K. Anderson and Dub Anderson. I believe R. K. Anderson was generally considered to be a supporter of the Benham ticket. Don't know myself how Dub Anderson stood or how he was regarded by the community.

Q. At poll No. 1 who were the republican commissioners, and were they or not known and reputed in the community as supporters of the "Benham ticket"?—A. T. B. Rhodes and David Jackson. I don't know how Rhodes was regarded. Jackson was at one time connected with the "Gla wing." Later in the campaign he pretended to have been converted. I don't know how the community regarded him.

Q. Who made the deposit with and took the receipt of the clerk of the returning-board and for the consolidated returns of the supervisor of registration referred to by you?—A. I believe I did.

Q. Have you had in your possession, since the election the list of voters which you produced on your examination-in-chief?—A. It has been under lock and key in my possession ever since the night of the election.

Re-examined by contestee :

Q. In stating that the returns from poll No. 2 was signed by the three commissioners, do you or not mean the returns proper or the statement of votes, or the list of voters who voted?—A. I meant the returns. The list of the persons voting would hardly be considered a part of the returns necessary to be put before the returning-board.

Q. Was not T. B. Rhodes, who was a commissioner at poll No. 1, considered a democrat?—A. Two years ago he was connected with the democratic party; don't know whether he held out faithful or not. Am of the impression that he was more of a democrat than a republican.

W. W. BENHAM.

Sworn to and subscribed before me this 4th day of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

54

Testimony of W. B. Dickey.

W. B. DICKEY, sworn for contestee, Frank Morey, testifies as follows :

Question. State your name, residence, and occupation, and where you were on the day of the election on 2d of November last.—Answer. William B. Dickey, Carroll Parish; my last occupation was deputy collector of United States internal revenue. Was at poll No. 2, Carro'l Parish, on 2d day of November last, the day of election.

Q. How long were you at that poll on that day and immediately afterward?—A. Was there all day until the poll closed. At the closing of the poll I retired and returned to the poll between 12 and 1 o'clock that night, when they were still engaged in counting the votes, where I remained until the counting was completed. When I came in between 12 and 1 o'clock that night, I took the place of Thomas F. Montgomery, democratic commissioner at that poll, in keeping one of the tally-sheets, and remained until the count was finished.

Q. Was or not the election held at the poll peaceable, quiet, and fair?—A. It was, and was so generally admitted by all parties.

Q. Did you or not learn the result of the vote cast at that poll when the count was completed? And, if so, state what it was, if you recollect.

(Contestant objects to the question.)

A. I think the entire number of votes cast at said poll was seven hundred and nineteen. The vote for senator was two hundred eighty-two for Gla and four hundred and twenty-seven for Benham. There were forty-nine for Spencer for member of Congress and for Morey six hundred and sixty-four or five for Congress. I do not recollect the vote cast for State treasurer, but that Moncure got about the same vote as Spencer did and Dubuclet about the same vote as Morey did.

Cross-examined by contestant :

Q. Do you know to what wing of the republican party that W. W. Benham and S. L. Murray belonged, and to which branch were they reputed in the community to belong—to the Benham or Gla wing?—A. W. W. Benham belonged to the Benham wing. Couldn't say to which wing that S. L. Murray belonged. Murray was reputed to belong to the Benham wing.

Q. To which wing of the republican party did R. K. Anderson and Dub Anderson belong, also David Jackson?—A. They belonged to the Benham wing.

Q. Did you hear any complaints on the day of election at poll No. 2 of persons taking tickets out of the hands of colored voters and tearing them up and giving them others?—A. I heard of no complaints till after the polls were closed.

Q. You state that you were not present during all the time that the votes were being counted and tallied; do you know of your own knowledge the truth of the statement of the votes given by you?—A. I only know that the three tally-sheets kept agreed at the end of the counting. I do not know of my own knowledge that these tally-sheets were correctly kept during the whole time of counting, and I was not present all the while. I know that mine was correctly kept from the time that I commenced keeping it.

Q. Are you positive about the congressional vote, and have you never stated it differently?—A. I am positive about the congressional vote, and do not recollect of ever having stated it differently.

Re-examined by contestee :

Q. Did you take any memoranda of any part of the result of the election at poll No. 2; and, if so, does the statement that you have made with regard to the vote for member of Congress agree with the memorandum that you took at the closing of the count?

(This question objected to by contestant.)

A. I did take a memorandum of the votes so far as the candidates for senator, members of Congress, and house of representatives, and the memoranda so far as Congress is concerned agreed with my testimony on that point. I have lost all my memoranda except that of senator, or misplaced them.

W. B. DICKEY.

Sworn to and subscribed before me this 4th day of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of J. E. Leonard.

J. EDWARDS LEONARD, sworn for contestee, Frank Morey, testifies as follows :

Question. What is your name, residence, and occupation, and where were you on the 2d day of November last, the day of the election?—Answer. J. Edwards Leonard; Carroll Parish; lawyer, and district attorney for thirteenth judicial district of Louisiana. I was in Providence, La., on the day of the election.

Q. Has Mr. Lackey, the supervisor of registration in this parish, and yourself ever had any conversation in regard to the vote cast in this parish at the last election or in regard to the returns made thereof? And, if so, please state what it was.

(Contestant objects to this question.)

A. Shortly after the official returns for Carroll Parish were published in the New Orleans papers, Mr. R. M. Lackey was in my office, and I inquired of him whether the returns as published were correct and such as he made. I inquired particularly in regard to the vote for State senator. Mr. Lackey told me that the returns, as he made them, gave Benham

twenty-two hundred and odd votes and Gla two hundred and odd; that Benham's majority in the parish was about two thousand; that he so returned.

Q. Did you vote at the election 2d of November last; and, if so, where and about what hour of the day did you vote?—A. I voted at poll No. 2, parish of Carroll, late in the afternoon.

Q. Do you know of or did you hear of any complaints made on that day against the fairness of the election held at that poll?—A. I heard no complaints until a number of days after the election, when Nicholas Burton came to me to bring a suit for him, the record of which was offered by contestant.

Cross-examined by contestant:

Q. Are not Dub Anderson, David Jackson, and S. L. Murray, who were commissioners of election, colored men?—A. They are.

J. E. LEONARD.

Sworn to and subscribed before me this 4th day of May, 1875.

S. DUNCAN GLENN,
Notary Public.

56 Contestee offers in evidence the report of the grand jury of the parish of Carroll, made at the December term, 1874, of the district court, and marked Exhibit D. (See appendix, testimony in Carroll Parish.)

(Objected to by contestant.)

Contestee here closed his testimony this 4th day of May, A. D. 1875.

TESTIMONY OF CONTESTANT IN REBUTTAL.

Testimony of Nicholas Burton.

NICHOLAS BURTON, sworn for contestant, testifies as follows:

Question. What is your name, residence, and occupation, and where were you at the election on 2d November, 1874?—Answer. Nicholas Burton; Carroll Parish; my occupation has been that of sheriff of the parish of Carroll; was at poll No. 1 on the day of election referred to.

Q. State what you know as to the manner in which said election was held at that poll, how the voting was done and where.—A. The election was held in an out-house, being one of the quarters owned by Captain Rhodes. In the morning of the election-day the ballot-box was at the door of the house. It was kept there about two or three hours; then they took it and carried it to a window, about 6 feet above the ground, and closed the doors of the house. The window had wooden bars across it up and down. After the box was moved to the window, about three-fourths of the votes polled were handed up on sticks from the ground. The others voted by reaching up with their hands. Those voting at the window could not, a man of them, see what was done with their tickets. At first the box was placed about 2 feet from the window-sill on a table, but the voters on the outside ran their sticks so far in as to annoy the commissioners, and they then moved the box about 4 feet from the window. This moving of the box back rendered it still more difficult for the voter to see what became of the ballot.

Q. Was any public announcement or proclamation made to the voters that those of them who desired could come inside the house and vote, and was the public admitted to said house?—A. There was no such proclamation or announcement made. The public were not allowed to come inside of the house, but the door was shut and barred and an officer stationed there to guard it.

Q. Did you or not see persons hand up at different times more than one ballot?

(Objected to by contestee on the ground, first, that contestant made no attempt or failed to produce any evidence-in-chief on this point; and, second, that this question or the answer thereto is not and cannot be in rebuttal of any evidence produced for contestee.)

A. I saw one person hand up four or five ballots.

Q. Did you see any one of the commissioners change ballots handed to him to be put in the box and put in a different ticket, and who was that commissioner?

(Contestee makes same objection to this question as above.)

A. I did see a commissioner at said poll do so, and that commissioner was David Jackson.

Q. Did you or not then and there remonstrate with him against such conduct?

(Same objection by contestee.)

57 A. I did, and said to him that "that was not fair to drop my tickets and put in his." He tried to bluff me out of it, but I showed him the tickets he had dropped laying on the floor.

Q. Could or not the commissioners of election, where they sat while receiving votes through the window, identify and see who the person was who handed in his ticket?

(Same objection by contestee as above.)

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A. The commissioners could not have done so without getting up and going to the window, which they did not do over one-tenth of the time.

Q. T. B. Rhodes has testified in this case to certain conversations with you relative to the election at poll No. 1 and the parish generally. I now read to you his statement. Did you have such conversations with him?—A. What I said to Captain Rhodes was this: I met Captain Rhodes a day or two after the election and I told him that he had swindled me and my ticket out of eleven votes, and placed them to the credit of our opponents, that is, the Benham ticket. He denied it. That is the only matter that I talked with him about. I did not say or concede that my ticket had been overwhelmingly beat in the parish of Carroll.

Q. Are you not a member of the republican party?—A. I am.

Q. Do you or not know that David Jackson, commissioner at First ward, poll No. 1, is a strong republican, and was he or not a very active and even violent partisan during the last election?—A. To the best of my knowledge and belief he is. He attended every convention of the Benham wing of the republican party and participated actively therein, as also in many of their political meetings.

Q. Are you or not acquainted with S. L. Murray, R. K. Anderson, and Dub Anderson, and do you or not know that they were active and known supporters of the Benham wing of the republican party, and have you or not seen W. W. Benham in conventions and public meetings of said wing with them, and where they were supporting, by speeches, the Benham ticket?—A. I do know the parties named, and they were active supporters of the ticket named, and I have seen W. W. Benham in conventions and meetings with them, as stated in the question.

Q. Was or not there in the Gla wing of the republican party of Carroll a strong feeling against Mr. Morey for Congress, on account of his supposed favoring of Benham against Gla?—A. There was among the leading republicans of the Gla wing.

Cross-examined by contestee:

Q. You stated that those who did not vote on sticks reached up their own ballots. Could not all of the voters have done the same, had they chosen to do so, and waited for their opportunity?—A. I think they could if they had waited and taken their turn, provided they were men of ordinary height. But the little fellows would have to stretch mightily to have reached up to the window-sill.

Q. You said the window was about 6 feet from the round. Are you positive that it was more than 5 feet 10 inches?—A. I measured it, and made it a little over 6 feet; about one inch and a half over it.

Q. You said that the door was closed, after the removal of the box to the window, and the voters were excluded from the room. Do you mean to say that the commissioners allowed nobody to come into or remain in the room after that time?—A. They allowed myself, who was sheriff, and other officers, such as constables, United States supervisors, and other officers, to remain in the room, but excluded those who were voting, so that all might vote at the window; but I got three of my friends in through the favor of the officer at the door, all of whom voted while inside. While the last one of these three was voting
58 David Jackson objected to it, and I said, "let this one vote and I will bring no more inside."

Q. Were you not inside of the room a greater part of the day?—A. I was.

Q. Were you watching the election pretty closely?—A. I was trying to, but they rather got away with me.

Q. How many ballots do you know were exchanged by David Jackson for others?—A. I could swear to only one which I saw him change, but there was another laying on the floor in the same position, but I do not know that this one was changed.

Q. What difference was there in the two ballots that was so exchanged?—A. Mine was a white ticket and his was what we called "calico-back." They had the names of different candidates on them for State senator, members of the house of representatives of the State, sheriff, parish judge, and other minor officers. They both had the same name for State treasurer and member of Congress on them. Both tickets had the name of Frank Morey for member of Congress on them.

Q. Who handed up the four or five ballots which you spoke of as having been handed by one person?—A. Cain Sartain, a candidate for the house of representatives on the Benham ticket.

Q. Did he not hand them up for voters who desired him to do so?—A. He said so after I stopped him. He said he could show the men whose tickets he handed up, and started off to find them, but did not come back. I do not know that he did not hand up these tickets at the request of voters, but I did not believe he did.

Q. Did anybody complain that Cain Sartain handed up tickets for them without their consent?—A. I heard no such complaint.

Q. Was not the registration-paper of the voter always handed up with the ballot?—A. I believe they were.

Q. Do you know of any other person, except Cain Sartain, who handed up the ballot, either by hand or on a stick, whom you knew was not the party named in the registration-paper which accompanied the ballot?—A. Not to my own knowledge.

Q. Did you remain and watch the tallying and counting of the tickets out of the box and learn the result of the election at that poll?—A. I only remained part of the time. I was backward and forward until the close.

Q. Did the change of eleven votes for the candidates on your tickets, that you spoke of, result from a difference in the footing of the two sets of the tally-sheets?—A. The tickets were first tallied off once. While they were being tallied, David King, a friend of mine, and myself alternately, kept a tally of our own, and, at the conclusion, the result of the tally-sheets, kept under the supervision of the commissioners, did not agree with mine, at which I complained. They then made a second tally of the ballots, and it was by that tally that I lost eleven votes, which were placed to the credit of the other side or the Benham party ticket.

Q. Did this change affect the result of the vote for member of Congress, that you know of?—A. I cannot state.

Q. Whose name, for member of Congress, was on the regular tickets of both wings of the republican party at that poll?—A. The name of Frank Morey was printed on the regular ticket of both wings; but on a good many of these tickets William B. Spencer's name in print on a slip was pasted over the name of Frank Morey.

Q. Do you know, of your own knowledge, that any of these tickets with Spencer's name pasted on them was voted at poll No. 1? And, if so, state how many and by whom they were cast.

(Question objected to by contestant.)

59 A. I know that some of them were voted; I do not know the number, but can state some of the names who voted them, to wit: J. G. Lynch, who says he was never a democrat, but was an old-line whig before the war, and who now calls himself a conservative; three of the Bernds, who are conservative; the two Meyers, Jacob Stein, all of whom are classed as conservatives. These were all I can name, but I know of some others whose names I do not recollect. The conservatives voted the "pasted ticket."

Q. What do you mean when you say that David Jackson was a violent partisan?—A. I mean that when he can't carry his point at political meetings by talking he is ready to do it by fighting.

Q. How many of the leaders of the Gla wing were there who had this feeling that you speak of against Mr. Morey?—A. There were five of them that I know of, to wit: J. A. Gla, Ed. Burton, Nicholas Burton, David King, Ed. Jackson, and Henry Atkins.

Q. Do you know that any of these did not support Mr. Morey for Congress, and did not the Gla wing generally support him?—A. I know three of them who did support and vote for him notwithstanding this feeling, and two of the others told me that they did the same, and the Gla wing generally supported Mr. Morey.

Q. Did you ever before swear as to the height of the window from the ground at poll No. 1, where the voting was done on the day of the election; and, if so, do you recollect to what you swore on that point?—A. I have frequently mentioned it, but I do not recollect that I ever swore to it. I frequently mentioned that it was between 6 and 7 feet, until I measured it.

Q. Did you not testify in the case of Burton and others against Hicks and others that you had measured the distance, and that it was 6 feet and 10 inches?—A. I don't think that I ever did; that is, I don't remember that I did.

Q. Are you the same Nicholas Burton who is a party to the suit of Burton and others vs. Hicks and others, in which it is attempted to set aside the election in this parish?—A. I am.

Re-examined:

Q. If you stated in your testimony in said case it was 6 feet 10 inches, was it not an error of yourself in stating or of the clerk in writing it down?—A. It was an error. I did not intend to so state it.

Q. Was or not William B. Spencer supported generally by the white people of Carroll Parish for Congress?—A. He was.

Recross-examined:

Q. When you say the white people of Carroll Parish supported Mr. Spencer generally, do you not mean the white democrats or conservatives?—A. I do.

NICHOLAS BURTON,

Sworn to and subscribed before me this 6th day of May, A. D. 1875.

S. DUNCAN GLENN,

Notary Public.

Testimony of William Blount.

WILLIAM A. BLOUNT, sworn for contestant, testifies as follows:

60 Question. State your name, residence, and occupation, and where you were on the 2d of November last, the day of the general election.—Answer. William A. Blount; Carroll Parish; painter; was at poll No. 2. I was the democratic United States supervisor for Carroll Parish.

Q. Were you present at the counting of the vote at poll No. 2 at said election, and who called the vote in counting them?—A. I was present. W. W. Benham called the vote.

Q. I now read to you the statement of W. W. Benham, that you stood over the ballot-box with him and saw the tickets as he held them, and that they were called just as they were printed or written. State the facts as they occurred, and is Mr. Benham's statement correct?—A. Not altogether is it correct: I was absent about half an hour of the time on Tuesday morning. When we first commenced counting the vote I watched it very closely for an hour or two; afterward I remained in the room, but did not all the time inspect the votes as they were called. They commenced counting the vote about half past 6 or 7 o'clock Monday night, and closed about 8 o'clock on Tuesday night. I do not know that the vote was correctly called.

Q. Were you after the election given an opportunity to inspect the tally-sheets, votes, and returns of any of the polls of Carroll Parish, and did you see them?—A. I did not see them. I waited around the building where they were supposed to be, to wit, the supervisor of registration's office, and asked many times to see them. I did not succeed in getting to see them.

Q. Did Mr. W. W. Benham furnish you with a statement of the votes which he in your presence took from the tally-sheets and returns?—A. He gave me a little strip of paper with some memoranda of the votes which he said the parties had got in the parish or at the second poll, I don't remember which; but I saw no tally-sheets or returns, and know nothing of the correctness of his said memoranda. That was all the information I was given or got of the result of the election.

Q. Do you know whether Thomas F. Montgomery, commissioner at poll No. 2, signed the returns and tally-sheets of said poll?—A. He did not sign them at the polling-place, and told me he never had signed them and never would sign them.

Q. Were or not R. K. Anderson, S. L. Murray, Dub Anderson, David Jackson, and W. W. Benham, known in the community as being active and zealous supporters and partisans of the Benham wing of the republican party?—A. They were so known, and were among its strongest supporters.

Q. How is T. B. Rhodes classed and known politically in this parish?—A. As a republican. I have never heard of him being anything else.

Q. How many white republicans do you think are in Carroll Parish?—A. I suppose between one hundred and twenty-five and one hundred and fifty. Maybe not so many.

Cross-examined by contestee:

Q. When you left to go to breakfast the morning after the election, and was absent from the polling-place, as you say, about half an hour, was or not W. B. Dickey left in your place to watch the calling-off of the names on the ballots?—A. I left him there to do that, but when I came back I found him at work on the tally-sheets.

Q. While you watched the calling-off of the votes were they called correctly?—A. So far as I could see they were called correctly. I mean that during the time that I inspected the tickets after they were called they were called correctly.

Q. During the rest of the time that the counting was done in, did you or not from 61 time to time, that is occasionally during Monday night and Tuesday, pick up the ballots that had been called off and examine them in order to satisfy yourself that the calling-off was progressing fairly?—A. I did examine them two or three times for that purpose.

Q. Did you detect any error in the calling-off? If so, state what it was—A. I did two or three times, in this wise: The name of Gla. Burton, and Spencer was incomplete, or not the full name, that is, did not have the initials. I called attention to the fact at the time. These votes were put down on the bottom of the tally-sheet, and not counted in the regular vote for these candidates under their full names, but were put down to the credit of the incomplete name as it appeared on the ballot.

Q. Did you or not see the tally-sheets and other papers of poll No. 2 when the counting and tallying at the poll was completed?—A. I saw the list of voters who had voted and the tally-sheets about 8 o'clock Tuesday night after the votes in the box had all been called. The tally-sheets were not then cast up and carried out, nor signed by the commissioners; but Mr. Dickey figured up for his use and mine the number of votes that were cast for two of the candidates, to wit, Gla and Benham, candidates for State senate.

Q. Please state what that vote was.

(Objected to by contestant.)

A. The vote was: Gla, two hundred and eighty-two; Benham, four hundred and twenty-seven.

Q. Did you or not at that time ask for or take a memorandum of the vote for Spencer for Congress at that poll? And, if so, state what it was.

(Contestant objects to this as heretofore, as incompetent evidence.)

A. I did take a memorandum, and it was sixty-five votes.

Q. And what was the vote cast for Frank Morey for Congress at that poll?

(Same objection by contestant.)

A. I did not figure up his vote to see.

Q. Did not Mr. Dickey figure it up?—A. He might, but I did not see him.

Q. Did he not tell you what it was at that time?—A. Not that I remember.

Q. Have you not since that day stated to more than one person the vote cast for Morey for Congress at that poll? And, if so, state the vote that you told them.—A. I do not remember stating the number to any one, because I did not know what it was, and do not think I ever told anybody so.

Q. Were not T. B. Rhodes and E. J. Delong delegates from this parish in 1872 to the convention of the liberal party at New Orleans which afterward formed a part of the fusion party, and which supported McEnery, the democratic candidate for governor?—A. I do not know that Rhodes was, but Delong was.

Q. Was or not T. B. Rhodes the supervisor of registration in this parish in 1872, and was he not appointed by Governor Warmoth, and was not Warmoth supporting the fusion ticket at that time, and was not Rhodes at that time considered or known to be a liberal, and not a supporter of the Kellogg or republican ticket?—A. I believe he was the supervisor; cannot say by whom appointed. I cannot say of my own knowledge who Warmoth supported, but the impression generally was that he supported the fusion ticket. I do not know how Rhodes stood politically in 1872.

Q. Have you ever made any statement of the election in Carroll Parish to the chief supervisor for this State of this judicial circuit at New Orleans?—A. I sent a statement to A. J. Aiken at New Orleans to be delivered to the democratic central committee, giving a statement such as I got from deputies I appointed at different polls, but who were not appointed by Judge Woods, and whom I appointed, supposing I had the right to do it. I know nothing about the correctness of the statements I got from the deputies.

Re-examined by contestant :

Q. You say you counted sixty-five tallies on the tally-list of poll No. 2 for Spencer. From your knowledge of the persons voting at this poll, do you not believe that he received more than that vote in point of fact?

(Objected to by contestee.)

A. From my knowledge of the persons voting at said poll and the list of voters, I think Spencer received thereat more than sixty-five votes.

Recross-examined by contestee :

Q. Do you of your own knowledge, except as derived from the tally-sheet, know that Spencer received sixty-five votes at poll No. 2?

(Contestant objects to this question.)

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

W. A. BLAND.

Sworn to and subscribed before me this 6th day of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of D. S. Vinson.

Dr. D. S. VINSON, sworn for contestant, testifies as follows :

Question. State your name, residence, and occupation, and where you were on the 2d of November last, the day of the last general election.—Answer. Daniel S. Vinson; Carroll Parish; physician: was at poll No. 1.

Q. Please state how the election at that poll was conducted, and how and where the voting was done.—A. I was outside of the house, and knew nothing that transpired inside. The voting, while I was at the poll, was done by handing the tickets or the ballots through the window. From my observation, without having measured it, the window was between 6 and 7 feet from the ground, where the voters stood. The window had slats across it, up and down, about 3 inches apart. Some of the voters handed their ballots up to the window on the ends of sticks, and some reached them up with their hands.

Q. Could the voter see the ballot-box from the place where he stood, and see what disposition was made of his ballot, and could he have deposited it in the box himself?—A. I do not think the voter could see the box, nor could he see what was done with his ticket, I think, because the window-sill was higher than a man's head. I am about six feet high myself, and did not see the box. I think a voter could not have put his ticket in the box with his own hand.

Q. Was or not the door leading into the room where the commissioners were kept closed while you were there?—A. Yes, sir. I did not see it open at all.

Q. From the situation, could the commissioners have seen the person handing up his ticket without coming to the window?—A. I think not.

Q. Did or not you see one same person hand up tickets more than one time to the window?—A. I did not.

63 Q. Did you vote on that occasion, and why not?—A. I did not vote, though I could have done so; there was nothing preventing me, except I did not want to wait. There was no trouble that I saw about the poll. Everything was peaceable and quiet.

Q. How long were you present at the poll?—A. Between half an hour and one hour.

Cross-examined by contestee :

Q. How do you rank yourself politically?—A. I am a democrat, dyed in the wool.

Q. How long have you resided in this parish?—A. Twenty-five years.

Q. Are you not generally recognized in the community as a good, substantial citizen?—

A. So far as I know. I have heard nothing to the contrary.

Q. How many voters did you see voting on sticks?—A. While I was there I did not see more than two or three. If I had been going to vote, I think I would have voted that way myself, as I could have done so more quickly than to have waited to have got closer to the window.

Q. You stated that you did not see the box; did you go up to the window to ascertain if you could see it?—A. I did not.

Q. Are you positive that the commissioners of election could not have seen the voters handing up their tickets?—A. I don't think they could, but am not positive.

Q. If a commissioner was sitting or standing close to the window, could he not have seen the voter?—A. I think he could.

Q. Are you acquainted with E. M. Spann and T. B. Rhodes, who were commissioners of election on that day? And, if so, state what their standing is in the community.—A. They are looked upon as good citizens.

Q. Are they or not men who would be believed to be truthful in making any statement which they might make under oath?—A. I should think they were. They are very correct men. I have never heard anything to the contrary.

D. S. VINSON.

Sworn to and subscribed before me this 7th day of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of Andrew Cunningham.

ANDREW CUNNINGHAM, sworn for contestant, testifies as follows :

Question. State your name, residence, and occupation, and where you were on the second of November last, the day of the general election.—Answer. Andrew Cunningham; Carroll Parish; planter; was at poll No. 1.

Q. Please state where the election was held at poll No. 1, and how the voters deposited their ballots.—A. The election was held in a cabin on Captain Rhodes's place. The votes were received by the commissioners at a window, about six or seven feet from the ground. Some of the votes were handed up on sticks, and others voted by being lifted up by other persons, and some by reaching it up with their hands.

Q. Do you think that the ballot-boxes were in full view of the voters on the outside, and could they see their ballots deposited in the box, or could they themselves have deposited them therein?—A. The ballot-box I do not think was in full view of the voters; nor could the voters see their ballots deposited, or reach the ballot-box themselves.

64 Q. Are you acquainted with Caesar Johnson, who swore, in the case of *Burton et al. vs. Hicks et al.* that David Jackson, commissioner at poll No. 1, returned money with registration-papers, &c.? And, if so, please state his character for truth and honesty.—A. I know him. In the community where he lives he is regarded as a truthful and reliable man.

Q. Do you think that the commissioners of election at poll No. 1, sitting where they were, could see the voter when he handed up his vote so as to know who he was?—A. I know where the commissioners were sitting, and I do not think they could see so as to know the persons handing up ballots.

Cross-examined by contestee :

Q. How do you class yourself politically?—A. I take no part in politics, but suppose I would be ranked as a democrat.

Q. How long did you remain at poll No. 1 on the day of the election?—A. I suppose I was there about three hours.

Q. Was or not the election quiet, peaceable, and fair while you were present?—A. I heard no fussing, but there was considerable rushing and confusion around the window, caused, as I suppose, by their anxiety to vote early.

Q. Did you hear any complaint made of the manner of voting at that poll, or did it seem to be done as it were by general consent?—A. Yes; I heard complaint. When I managed to get inside of the house, and offered my ballot there, it was objected to by David Jackson, one of the commissioners, who was standing at the window receiving the ballots and taking them off of the stick. He said he had ordered several times that no more persons should be admitted inside of the house. I offered my ballot, and stated that I was anxious to vote and get away, and that if I was not allowed to vote then I would have to leave without voting, and I threw my ballot down on the table. The commissioners looked at

each other without saying anything, and Captain Rhodes, one of the commissioners, took up the ballot and put it in the box. David Jackson then remarked that that was the last vote that should be polled inside of the house, and the other commissioners said nothing. I heard of no other complaint, but left the poll immediately.

Q. Did you see any greenbacks handed out by any commissioner, or do you know anybody who ever said they saw any greenbacks handed out at the poll except Cæsar Johnson?—A. I saw no greenbacks handed out. I heard a colored man, whose name I do not know, but who lives on Transylvania plantation, say that he himself called Cæsar Johnson's attention to the fact that greenbacks were being handed out to voters by David Jackson with the registration-papers, and that he proposed to Cæsar Johnson that they should turn and vote that way, and get some of the greenbacks.

Q. Do you know Dr. D. S. Vinson, who testified in this case this morning, and do you know T. B. Rhodes and E. M. Spann, who were commissioners of election on that day? And, if so, state what reputation they bear in the community for honesty and integrity.—A. I am acquainted with Dr. Vinson and T. B. Rhodes, and their reputation for honesty and integrity is good, so far as I know or have ever heard.

Q. Do you know C. E. Moss, jr., parish judge of this parish, and, if so, what is your opinion of his honesty and integrity?—A. I am acquainted with him. I know nothing wrong of him, so far as I know. I have had no particular dealings with Judge Moss, but think well of him.

65

Re-examined:

Q. Is not Judge Moss a strong republican and regarded as an active party man?—A. I have always understood that he was a republican, but don't know how active, as I know very little about him.

A. CUNNINGHAM.

Sworn to and subscribed before me this 7th day of May, A. D. 1875.

S. DUNCAN GLENN.

*Notary Public.**Testimony of Noah Lane.*

NOAH LANE, sworn for contestant, testifies as follows:

Question. State your name, residence, and occupation, and where you were on 2d of November last, the day of the general election.—Answer. My name is Noah Lane; Transylvania plantation, Carroll Parish; and was at poll No. 1 on the election-day.

Q. Did you vote and see others voting at said poll; and, if so, where, and how did they vote?—A. I voted there and saw others vote. The door to the house was closed against us, and we voted at a window which was so high that I had to lift another man up to vote.

Q. Did you see David Jackson, or other person, at said poll hand money out of the window to persons on the outside? State what you saw.—A. I did see David Jackson hand money to voters outside of the window; saw him do it several times. When I saw him doing it I said, "O, by God, look at the greenbacks; let's wait and see if we can't get some of them." Cæsar Johnson then said, "No; perhaps they are running an independent ticket."

Cross-examined by contestee:

Q. Can you read or write?—A. No, I cannot; I am only a laborer.

Q. Did you get any of the greenbacks or money that was handed out?—A. I did not.

Q. Did your friend, Cæsar Johnson, get any?—A. No, sir.

Q. Why didn't you get some?—A. Because I was not voting the same ticket.

Q. Do you mean the independent ticket?—A. I mean I did not vote the independent ticket; I voted the Gla republican ticket.

Q. Where was David Jackson standing?—A. In the house, near the window, where the voting was going on.

Q. Was he taking the ballots from the voters as they were handed in?—A. Yes, sir; he was.

Q. Did he take Cæsar Johnson's ticket when you raised him up to the window?—A. He did; saw him take it.

Q. Could you see him plainly?—A. Yes, sir; he came to the window and I could see him plainly from his waist up, and he could see me.

Q. What time of day was it when you went to the polls?—A. I went to the polls about 12 o'clock and staid until night.

Q. Were you near where the voting was going on while you were there?—A. Yes; I was out in front of the window most of the time.

Q. Did you see any voting on sticks?—A. I did not see or notice any.

66 Q. From where you stood, would you not have been likely to have seen the voting on sticks, if there had been any?—A. Probably if I had been noticing I would, but I did not notice, and there was such a crowd standing around the window.

Q. How far were you standing from the window?—A. Probably 10 or 20 yards, as near as I can come at it.

Q. Then all the voters that you noticed voted with their hands, did they?—A. Yes, sir.

Q. Who took their tickets?—A. David Jackson took their tickets in.

Q. Did Cæsar Johnson go to the polls with you?—A. He started when I did, but did not get there as soon as I did. I was there when he came up. He and I went home together.

Q. How many people do you think voted while you were there?—A. I can't tell; there were a good many of them; they kept voting until night.

Q. Do you think there were five hundred voted while you were there?—A. That would be hard for me to say, because I do not know that there were five hundred there in all or not.

Q. Give the names of all those whom you saw get greenbacks.—A. I did not know the men; they were strangers to me. I did not know any of the men on the ground, except Cæsar Johnson.

Q. How much money did each of the men receive?—A. I could not tell, but there were sometimes three or four bills.

Q. Was there never more than three or four bills?—A. I never saw any more than three or four bills, as the men would take them and put them up so quick.

Q. How many men were there that you can swear you saw get greenbacks?—A. I saw about ten, as near as I can come at it.

Q. Now, how many of those men got as many as three bills?—A. I couldn't tell. Some of them came out in registration-paper. I saw two of them that had that money, and one of the bills was large enough for a dollar or five-dollar bill.

Q. Now, don't you know that it was Mr. Mayer that handed out all the registration-papers?—A. No, sir; I don't know that; I know that he didn't hand me mine.

Q. How many kinds of tickets were voted there that day?—A. I saw but two kinds. I cannot read. There was a white ticket, U. S. Grant; that is, with Grant's picture on it, and I voted that kind. The other was a kind of bluish curtain-colored ticket on the back side.

Re-examined by contestant:

Q. What do you mean by the independent ticket?—A. I mean the Benham republican ticket.

his
NOAH + LANE.
mark.

Sworn to and subscribed before me this 7th day of May, A. D. 1875.

S. DUNCAN GLENN,
Notary Public.

Testimony of Cæsar Johnson.

CÆSAR JOHNSON, sworn for contestant, testifies as follows:

Question. State your name, residence, and occupation, and where you were on the 2d of November last, the day of the general election.—A. Answer. My name is Cæsar Johnson;

67 I live in Carroll Parish; am a farmer, leasing land from Mr. Tilford; was at poll No. 1.

Q. State where and how the voters voted at said poll while you were there, and how it was managed.—A. I voted at the window, and all others who voted with me at same time did the same. I voted by the assistance of Noah Lane, who caught me under my arm and assisted me up so I could reach the window. I don't think a man standing on the ground near the window could see the ballot-box. I could not, I know.

Q. Did you or not see money passed out of the window to the voters with their registration-papers; and if so, who did it?—A. I saw money passed out with registration-papers by David Jackson; I saw him do it several times.

Q. Did anybody speak to you about it at the time it was being done, and what did he say?—A. Yes, sir; Noah Lane spoke to me about it at the time, and said, "O, Johnson, look at the greenbacks; let's turn." I said, "O, no." He said, "Why?" and I said, "Maybe they are running an independent ticket." I voted the Gla republican ticket, on white paper.

Cross-examined by contestee:

Q. Did you hear one man cry out, "O, Jackson, greenbacks;" and who was that man?—A. I did hear a man so cry out, but do not know the man.

Q. What kind of a looking man was he?—A. He was a black man; but I did not notice his features.

Q. Was he a tall man?—A. He was about the common height.

Q. Was he an old man?—A. No, sir.

Q. Did you notice particularly his age?—A. He looked quite young to me.

Q. Was he a fat man?—A. No, sir; he didn't look very fat.

Q. Was he a well-dressed man?—A. He looked to me to be poorly dressed.

Q. How far were you from him when he cried out, "O, Jackson, greenbacks"?—A. About 10 feet.

Q. Did he cry it out more than once?—A. No, sir.

Q. Can you read?—A. A little; coarse reading.

Q. Or write?—A. I can scratch a little.

Q. Are you a short man?—A. I am about 5 feet 2½ inches.

Q. When Lane helped you to put up your ballot, did he lift you off the ground, or did he stretch you up by assisting you by one arm?—A. He assisted me by lifting one arm, I at the same time helping myself up against the side of the house.

Q. Was there a pretty large crowd present when you got to the polls?—A. Yes, sir; a pretty large crowd.

Q. Did they all vote before you came away?—A. No, sir; I left them voting.

Q. How many do you think voted while you were there?—A. There was a pretty large crowd, but I cannot tell how many voted while I was there.

CÆSAR JOHNSON.

Sworn to and subscribed before me this 7th day of May, 1875.

S. DUNCAN GLENN,

Notary Public.

68

Testimony of W. A. Blount, (recalled.)

W. A. BLOUNT recalled by contestant:

Question. Were you or not in error in your estimate of the number of white republicans in Carroll Parish? If so, please state the facts.—Answer. I was mistaken, as I spoke hastily and without time for counting and reflection. To the best of my knowledge and belief, there are not over forty white republicans in Carroll Parish.

Cross-examined by contestee:

Q. Is there not a larger number than forty of white men in the parish who have generally supported Morey for Congress?—A. I cannot say.

W. A. BLOUNT.

Sworn to and subscribed before me this 7th day of May, A. D. 1875.

S. DUNCAN GLENN,

Notary Public.

Testimony of J. C. Purdy.

J. C. PURDY, sworn for contestant, testifies as follows:

Question. State your name, residence, and occupation.—Answer. Jacob C. Purdy; reside in Providence, Carroll Parish, and am a merchant.

Q. Are you acquainted with Cæsar Johnson; and if so, how long have you known him, and what is his character and reputation for truth and honesty?—A. Yes; I know him well, and have known him well for seven years. I consider him as honest a man as there is in the parish, and a truthful man.

J. C. PURDY.

Sworn to and subscribed before me this 7th day of May, A. D. 1875.

J. DUNCAN GLENN,

Notary Public.

Testimony of J. E. Burton, (recalled.)

J. E. BURTON recalled by contestant:

Question. How many professed white republicans are there in the parish of Carroll, to the best of your knowledge and belief?—Answer. According to my knowledge and belief, there are between twenty-five and thirty. I have been actively concerned in politics in this parish, and was a candidate on the Gla republican ticket at last election.

Q. Do you know W. W. Benham, B. H. Lanier, W. B. Dickey, and C. E. Moss; and if so, what has been their politics and occupations since they have been in Carroll Parish?—

A. I know them all. They are all office-seekers, and have, all of them, held office since I came here. I think Mr. Lanier acted as a book-keeper for a short time. Dickey, Moss, and Benham always claimed to be republicans; Lanier—it is hard to tell what he is; sometimes he claims to be a republican, and sometimes a democrat.

Q. What offices has Mr. Lanier filled in this parish, and have not the republicans had control of said offices?—A. Public administrator, deputy recorder, deputy tax-collector, and is now tax-collector.

69 Q. What offices has W. W. Benham filled, and how many at any one time?—A. He was deputy sheriff, deputy tax-collector, parish treasurer, and member of the school-board, all at one time, and fought like the devil to be appointed treasurer of the school-board.

Q. Through whose influence has he been able to hold all these offices?—A. Through the influence of his brother, Geo. C. Benham, as I believe.

Q. Is not Mr. R. M. Lackey a republican?—A. Yes, sir.

Cross-examined by contestee:

Q. What is your occupation?—A. Keeper of a drinking-saloon.

Q. Did you not once support Mr. B. H. Lanier for office?—A. I did.

Q. At the last election were not Messrs. Moss, Lanier, and W. W. Benham members of the opposite faction of the republican party to that to which you belonged?—A. They were.

Q. Was there a good deal of feeling between the two factions?—A. There was considerable feeling between the leaders of the factions.

Q. Did not each faction accuse the other of being bolters and disturbers of the party organization?—A. My side was the regular organization; the others were bolters.

Q. The returning-board, did it not declare that your opponents carried the parish?—A. It did.

Q. When did you come to Carroll Parish?—A. On the 14th of November, 1869.

Q. Were you not a candidate for office in 1872, and for what office?—A. I was a candidate for member of the house in 1872.

Q. Did you get your seat?—A. No.

Q. Did you get your seat in 1875?—A. I did not.

Q. Did the candidates of the opposite faction get their seats?—A. They did.

Q. Are you a colored man?—A. I have colored blood in me.

Q. Are Messrs. Moss, W. W. Benham, Dickey, and Lanier white?—A. I don't know; they are so classed.

Q. Did you or not recommend the removal of R. M. Lackey as supervisor of registration of this parish on account of unfitness?—A. I recommended his removal because I thought he was controlled by George C. Benham.

J. E. BURTON.

Sworn to and subscribed before me this 7th day of May, 1875.

S. DUNCAN GLENN,

Notary Public.

Testimony of Thomas F. Montgomery.

THOMAS F. MONTGOMERY, recalled and sworn for contestant, testifies as follows:

Question. In your testimony, heretofore given in this case, you state that you did not sign or swear to any of the returns and tally-sheets at poll No. 2, but that you only signed the list of persons who voted at said poll. W. W. Benham, in his testimony in this case, testifies that you did sign and swear to, with himself and S. L. Murray, the returns of said poll, as well as the list of persons voting. Is said Benham's statement true?—Answer. His statement is not true. The only paper that I signed, except my oath as commissioner, was the list of persons who voted at said poll.

70 Cross-examined by contestee:

Q. Are you acquainted with the members of the grand jury which served at the last term of the district court in the parish, in December last? And, if so, state how many were white, how many were colored, how many were democrats, and how many were republicans, so far as you know.—A. I was not a member of the grand jury myself, but I was in the court-house when the grand jury was drawn. I was acquainted with the foreman, Mr. Rhoten, Mr. Shelby, Mr. William Page, Paul Le Fevre. These were all white men, and the three first, I believe, were democrats. The fourth, I don't know his politics. All the balance of the sixteen grand jurors were colored men, and I suppose republicans. I don't recollect their names.

Q. Is or not Mr. Rhoten, who is the foreman of said grand jury, a large planter, and a leading and respected citizen of the parish?—A. He is a good citizen and large planter.

Re-examined by contestant:

Q. What is your occupation?—A. My profession is that of civil engineer, and am now a planter.

TOM F. MONTGOMERY.

Sworn to and subscribed before me this 6th day of May, 1875.

S. DUNCAN GLENN,

Notary Public.

X.—*Agreement as to votes cast in Lincoln Parish.*

W. B. SPENCER }
vs.
 F. MOREY. }

The following supplemental agreement is made, to wit :

1st. It is agreed that Wm. B. Spencer's majority over Frank Morey for Congress, in the parish of Lincoln, was between three hundred and seventy-four and three hundred and ninety-one votes. The exact figure is given by the returns of the parish supervisor and commissioners of election for said parish, to which reference is here made. It is therefore agreed to dispense with any proof under the third clause of Spencer's notice of contest.

2d. Spencer, contestant, withdraws and annuls his fifth charge made in his notice aforesaid, and agrees that the same be held as of no effect, and Morey, contestee, also withdraws in same manner the charge in the third clause of his answer.

3d. We now close the evidence in this case with the testimony taken in Carroll, and will take no further evidence except it be so ordered by the House of Representatives.

WM. B. SPENCER.
 FRANK MOREY.

PROVIDENCE, LA , May 8, 1875.

71 XX.—*Agreement as to notary's capacity, and admission of opinion of supreme court.*

WILLIAM B. SPENCER }
vs.
 FRANK MOREY. }

In this case it is agreed :

1st. That the evidence in Carroll Parish has been taken by our mutual consent, by and before S. Duncan Glenn, notary public, and we dispense with proof of his authority.

2d. That a duly certified copy of the mandate and decree of the supreme court of Louisiana in the case of " Nicholas Burton *et als.* vs. Charles Hicks *et als.*" may be filed in this case at any time, if rendered. And that in making up the transcript of said suit of Burton vs. Hicks, copies of citations and subpoenas need not be made, and only one copy of each of two kinds of exceptions.

3d. That the laws and public acts of the United States Government, and of the State government of Louisiana, now or heretofore recognized by the Federal Government, may be read and used in this case in the same manner as though formally offered in evidence, previous notice of such State acts as either party may intend to read being given the opposite party at least ten days before he is called upon to reply, provided this is not inconsistent with the rules of the House and committee.

This 8th May, 1875.

WILLIAM B. SPENCER.
 FRANK MOREY.

STATE OF LOUISIANA,
Parish of Carroll :

Be it known and remembered that, at the request of Wm. B. Spencer and Frank Morey, contestant and contestee, in the case of Wm. B. Spencer vs. Frank Morey, for seat in the Forty-fourth Congress, as Representative of the fifth district of Louisiana, I, S. Duncan Glenn, notary public in and for said parish, did cause to come before me the witnesses whose depositions are hereto prefixed and paged from 1 to 136 ; and that the documents referred to in said testimony and evidence, and offered in evidence, are hereto annexed, as well as the agreements of said parties, marked " X " and " XX." That this testimony and evidence was all taken in presence of the said parties and their counsel.

Witness my hand and seal at Providence, Carroll Parish, La., on this eighth day of May, A. D. 1875.

[SEAL.]

S. DUNCAN GLENN,
Notary Public.

Statement of votes cast at poll No. 1 of election-precinct No. 1 of the parish of Carroll, for members of Congress, State and parish officers, at the general election, held November 2, 1874, in accordance with law.

Names of persons voted for.	For office of—	Number of votes.
Antoine Dubuclet.....	State treasurer.....	647 (six hundred and forty-seven.)
J. C. Moncure.....	do.....	21 (twenty-one.)
Frank Morey.....	Congress, fifth district.	645 (six hundred and forty-five.)
W. B. Spencer.....	do.....	23 (twenty-three.)
George C. Benham.....	State senator.....	638 (six hundred and thirty-eight.)
Jacques A. Gla.....	do.....	27 (twenty-seven.)
J. Harvey Brigham.....	do.....	3 (three.)
Cain Sartain.....	Representative.....	468 (four hundred and sixty-eight.)
P. Jones Yorke.....	do.....	452 (four hundred and fifty-two.)
J. Edwards Burton.....	do.....	200 (two hundred.)
Henry Adkins.....	do.....	216 (two hundred and sixteen.)
M. Dubose.....	Parish judge.....	202 (two hundred and two.)
Charles E. Moss, jr.....	do.....	464 (four hundred and sixty-four.)
Charles Hicks.....	Sheriff.....	467 (four hundred and sixty-seven.)
Nicholas Burton.....	do.....	201 (two hundred and one.)
Pompey Small.....	Coroner.....	468 (four hundred and sixty-eight.)
John H. Collins.....	do.....	191 (one hundred and ninety-one.)
Wilson Ferguson.....	Police juror.....	466 (four hundred and sixty-six.)
Charles H. Nash.....	do.....	466 (four hundred and sixty-six.)
Merritt Michel.....	do.....	466 (four hundred and sixty-six.)
W. H. Stroube.....	do.....	467 (four hundred and sixty-seven.)
C. M. Counts.....	do.....	466 (four hundred and sixty-six.)
David King.....	do.....	201 (two hundred and one.)
C. Ed. Shearer.....	do.....	200 (two hundred.)
Jack Snelling.....	do.....	202 (two hundred and two.)
Henry Price.....	do.....	198 (one hundred and ninety-eight.)
John Holloway.....	do.....	202 (two hundred and two.)
Raymond Gilbert.....	Magistrate.....	481 (four hundred and eighty-one.)
Peter Bax.....	do.....	186 (one hundred and eighty-six.)
Calvin Scott.....	do.....	1 (one.)
Joe Jackson.....	Constable, 1st ward...	162 (one hundred and sixty-two.)
Mathew Page.....	do.....	191 (one hundred and ninety-one.)
Buck Prentier.....	do.....	2 (two.)
Proposed amendments to } constitution, section 1st. }	For approval.....	662 (six hundred and sixty-two.)
Do. 1st.....	Against.....	6 (six.)
Do. 2d.....	For.....	662 (six hundred and sixty-two.)
Do. do.....	Against.....	6 (six.)
Do. 3d.....	For.....	662 (six hundred and sixty-two.)
Do. do.....	Against.....	6 (six.)
Do. 4th.....	For.....	662 (six hundred and sixty-two.)
Do. do.....	Against.....	6 (six.)
Do. 5th.....	For.....	662 (six hundred and sixty-two.)
Do. do.....	Against.....	6 (six.)
J. Harvey Brigham.....	Representative.....	1 (one.)

Statement of votes—Continued.

No. of ballots in box.	No. of ballots rejected.	Reasons for rejection of ballots.
668 (six hundred and sixty-eight.)		

STATE OF LOUISIANA, Parish of Carroll :

Personally appeared before me, the undersigned authority, T. B. Rhodes, E. M. Spann,

80 David Jackson, duly appointed and qualified commissioners of election of poll No. 1, election-precinct of the parish of Carroll, for the general election held November 2, 1874, who, being duly sworn, deposes and says that they received the ballots cast at the said poll on the day above mentioned; that they have made a true and lawful count of said ballots, and that the foregoing is a true and correct statement of the votes cast at said poll, on said day.

T. B. RHODES,
E. M. SPANN,
DAVID JACKSON,

Commissioners of Election, Poll No.—, Parish of —.

Sworn and subscribed to before me this 4th day of November, A. D. 1874.

S. T. AUSTIN, JR.,

Justice of the Peace, Second Ward, Parish of Carroll, Louisiana.

STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,

New Orleans, April 13, 1875.

I hereby certify that the foregoing is a true and correct extract from the original document on file in this office.

[SEAL.]

N. DURAND,

Assistant Secretary of State.

EXHIBIT E.—*Statement of votes cast at poll No. 2, parish of Carroll.*

Statement of votes cast at poll No. 2 of election-precinct No. — of the parish of Carroll, for members of Congress, State and parish officers, at the general election held November 2, 1874, in accordance with law.

Names of persons voted for.	For office of—	Number of votes.
Antoine Dubuclet	State treasurer.....	717
J. C. Moncure	do	53
Frank Morey	Congress, 5th district.....	719
W. B. Spencer	do	49
George C. Benham	State senator, 17th district.....	702
Jacques A. Gla	do	65
J. Harvey Brigham	do	3
Cain Sartain	Representative	698
P. Jones Yorke	do	692
J. Edward Burton	do	57
Henry Atkins	do	59
M. Da Basa	Parish judge	77
Charles E. Moss, jr.	do	691
Charles Hicks	Sheriff	698
Nicholas Burton	do	72
Pompey Small	Coroner	698
John H. Collins	do	62
Wilson Ferguson	Police-juror	698
Charles H. Nash	do	701
Merret Mitchell	do	698
W. H. Straube	do	700
C. M. Counts	do	698
David King	do	64
C. Ed Shearer	do	62
Jack Snelling	do	64
Henry Prier	do	64
John Holloway	do	63

Statement of votes—Continued.

No. of ballots in box.	No. of ballots rejected.	Reasons for rejection of ballots.
770 (seven hundred and seventy) ..	None	

81 STATE OF LOUISIANA, *Parish of* ——— :

Personally appeared before me, the undersigned authority, Thomas F. Montgomery, Samuel L. Murray, and W. W. Benham, duly appointed and qualified commissioners of election of poll No. 2, election-precinct of the parish of Carroll, for the general election held November 2, who, being duly sworn, deposes and says : That they received the ballots cast at the said poll on the day above mentioned; that they have made a true and lawful count of said ballots, and that the foregoing is a true and correct statement of the votes cast at said poll, on said day.

W. W. BENHAM,
TOM F. MONTGOMERY,
SAM. L. MURRAY,

Commissioners of Election, Poll No. 2, Parish of Carroll, Louisiana.

Sworn to and subscribed to before me this 4th day of November, A. D. 1874.

S. T. AUSTIN, JR.,

Justice of the Peace, Second Ward, Parish of Carroll, Louisiana.

STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,

New Orleans, April 13, 1875.

I hereby certify that the foregoing is a true and correct extract from the original on file in this office.

[SEAL.]

N. DURAND,
Assistant Secretary of State.

EXHIBIT F.—*Statement of votes cast at poll No. 3, parish of Carroll.*

Statement of votes cast at poll No. 3 of election-precinct No. 3 of the parish of Carroll, for members of Congress, State and parish officers, at the general election held November 2, 1874, in accordance with law.

Names of persons voted for.	For office of—	Number of votes.
Antoine Dubuclet.....	State treasurer.....	558
John C. Moncure.....	do.....	3
Frank Morey.....	Congress, 5th district.....	554
W. B. Spencer.....	do.....	7
Jacques R. Gla.....	State senator, 1st district.....	60
George C. Benham.....	do.....	501
J. Harvey Brigham.....	do.....	2
Cain Sartain.....	Representatives.....	491
P. Jones York.....	do.....	498
J. Edward Burton.....	do.....	62
Henry Atkins.....	do.....	61
M. DuBose.....	Parish-judge.....	60
Charles E. Moss, jr.....	do.....	498
Charles Hicks.....	Sheriff.....	498
Nicholas Burton.....	do.....	61
Pompey Small.....	Coroner.....	498
John H. Collins.....	do.....	60
Wilson Ferguson.....	Police-jurors.....	496
Charles H. Nash.....	do.....	499
Merritt Michell.....	do.....	498
W. H. Stroube.....	do.....	499
C. M. Counts.....	do.....	499
David King.....	do.....	61
C. Ed. Shearer.....	do.....	60
Jacks Snelling.....	do.....	61
Henry Price.....	do.....	59
John Halloway.....	do.....	59

Number of ballots in box.	Number of ballots rejected.	Reasons for rejection of ballots.
563 (five hundred and sixty-three.)	None	

STATE OF LOUISIANA, *Parish of Carroll* :

Personally appeared before me, the undersigned authority, R. M. Bagley, R. K. Anderson, Duf Anderson, duly appointed and qualified commissioners of election of poll No. 3, election-precinct of the parish of Carroll, for the general election held November 2, 1874, who, being duly sworn, deposes and says: That they received the ballots cast at the said poll on the day above mentioned; that they have made a true and lawful count of said ballots, and that the foregoing is a true and correct statement of the votes cast at said poll, on said day.

Sworn and subscribed to before me, this 3d day of November, A. D. 1874.

R. M. BAGLEY,
R. K. ANDERSON,
DUF ANDERSON,

Commissioners of Election, Poll No. 3, Parish of Carroll.

Sworn and subscribed to before me this 3d day of November, A. D. 1874.

S. T. AUSTIN, JR.,

Justice of the Peace, Second Ward, Parish of Carroll, La.

STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,

New Orleans, April 13, 1875.

I hereby certify that the foregoing is a true and correct extract from the original document on file in this office.

[SEAL.]

N. DURAND,
Assistant Secretary of State.

EXHIBIT G.—*Statement of votes cast at poll No. 4, parish of Carroll.*

Statement of votes cast at poll No. — of election-precinct No. — of the parish of Carroll, for members of Congress, State and parish officers, at the general election, held November 2, 1874, in accordance with law.

Names of persons voted for.	For office of—	Number of votes.
Antoine Dubuclet	State treasurer.....	189 (one hundred and eighty-nine.)
J. C. Moncure.....	do.....	52 (fifty-two.)
Frank Murrey	For Congress.....	167 (one hundred and sixty-seven.)
W. B. Spencer.....	do.....	74 (seventy-four.)
George C. Benham.....	For State senate.....	156 (one hundred and fifty-six.)
Jacques A. Gla.....	do.....	23 (twenty-three.)
Harvey Brigham.....	do.....	60 (sixty.)
Brigham.....	do.....	2 (two.)
Cain Sartain.....	For house representa- tives.....	124 (one hundred and twenty-four.)
T. Jones York	do.....	123 (one hundred and twenty-three.)
J. Edward Berton.....	do.....	79 (seventy-nine.)
Henry Atkins.....	do.....	69 (sixty-nine.)
C. E. Moss, jr.....	Parish-judge.....	117 (one hundred and seventeen.)
M. Dabose.....	do.....	124 (one hundred and twenty-four.)

83 EXHIBIT G.—Statement of votes cast at poll No. 4, parish of Carroll—Continued.

Names of persons voted for.	For office of—	Number of votes.
Charles Hicks.....	Sheriff.....	160 (one hundred and sixty.)
Nicholas Borton.....	do.....	67 (sixty-seven.)
Pompey Small.....	Coroner.....	124 (one hundred and twenty-four.)
J. H. Collins.....	do.....	72 (seventy-two.)
Wilson Ferguson.....	Police-jury.....	128 (one hundred and twenty-eight.)
Chas. H. Nash.....	do.....	127 (one hundred and twenty-seven.)
Merritt Michell.....	do.....	129 (one hundred and twenty-nine.)
W. H. Stroube.....	do.....	143 (one hundred and forty-three.)
C. M. Counts.....	do.....	128 (one hundred and twenty-eight.)
David King.....	do.....	53 (fifty-three.)
C. Ed. Shearer.....	do.....	54 (fifty-four.)
Jack Snelling.....	do.....	50 (fifty.)
Henry Price.....	do.....	86 (eighty-six.)

Statement of votes—Continued.

Number of ballots in box.	Number of ballots rejected.	Reasons for rejection of ballots.
241 (two hundred and forty-one.)	None.....	There was no intimidation or threats of any character.

STATE OF LOUISIANA, Parish of Carroll :

Personally appeared before me, the undersigned authority, James S. Milliken, J. M. Gaddis, and George D. Price, duly appointed and qualified commissioners of election of poll No. —, election-precinct of the parish of —, for the general election, held November 2, 1874, who, being duly sworn, deposes and says: That they received the ballots cast at the said poll on the day above mentioned; that they have made a true and lawful count of said ballots, and that the foregoing is a true and correct statement of the votes cast at said poll on said day.

J. S. MILLIKEN,
G. D. PRICE,
J. M. GADDIS,

Commissioners of Election, Poll No. 4, Parish of Carroll.

Sworn and subscribed to before me this 3rd day of November, A. D. 1874.

MERRILL JACKSON, J. P.

STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,
New Orleans, April 13, 1875.

I hereby certify that the above and foregoing is a true and correct extract from the original document on file in this office.

[SEAL.]

D. DURAND,
Assistant Secretary of State.

84 EXHIBIT H.—*Statement of votes cast at poll No. 5, parish of Carroll.*

Statement of votes cast at poll No. 5, of election-precinct No. 5, of the parish of Carroll, for members of Congress, State and parish officers, at the general election held November 2, 1874, in accordance with law.

Names of persons voted for.	For office of—	Number of votes.
Antoine Dubuclet.....	State treasurer	91
John C. Moncure	do	106
Frank Morey.....	Congress, 5th district	96
W. B. Spencer.....	do	108
First amendment to constitution	For approval.....	97
Do	Against	101
Second amendment to constitution.....	For	97
Do	Against	101
Third amendment to constitution	For	97
Do	Against	101
Fourth amendment to constitution	For	97
Do	Against	101
Fifth amendment to constitution.....	For	97
Do	Against	101
George C. Benham.....	Senator 17th district.....	72
J. Harvey Brigham.....	do	23
Jacques A. Gla	do	121
Cain Sartain	Representative	36
P. Jones York	do	65
J. Edward Burton	do	130
Henry Atkins.....	do	127
Charles E. Moss, jr.....	Parish judge.....	49
M. Du Bosa.....	do	161
Charles Hicks.....	Sheriff.....	42
Nicholas Burton	do	151
Pompey Small.....	Coroner	45
John H. Collins	do	128

Statement of votes—Continued.

Number of ballots in box.	Number of ballots rejected.	Reasons for rejection of ballots.
(216) two hundred and sixteen...	Not any.	

STATE OF LOUISIANA,
Parish of Carroll :

Personally appeared before me, the undersigned authority, V. H. Tillory, C. A. Lehman, W. S. Orsburn, duly appointed and qualified commissioners of election of poll No. 5, election-precinct of the parish of Carroll, for the general election held November 2, 1874, who, being duly sworn, depose and say: That they received the ballots cast at the said poll on the day above mentioned; that they have made a true and lawful count of said ballots, and that the foregoing is a true and correct statement of the votes cast at said poll on said day.

Sworn and subscribed to before me this 4th day of November, A. D. 1874.

V. H. TILLORY,
C. A. LEHMAN,
W. J. ORSBURN,

Commissioners of Election, Poll No. 5, Parish of Carroll.

Sworn and subscribed to before me this 4th day of November, A. D. 1874.

S. T. AUSTIN, JR.,
Justice of the Peace, Second Ward, Parish of Carroll, La.

STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,
New Orleans, April 13, 1875.

I hereby certify that the foregoing is a true and correct extract from the original document on file in this office.

[SEAL.]

N. DURAND,
Assistant Secretary of State.

[From the N. O. Picayune, Dec. 19, 1875.]

The following protest will to-day be entered by Mr. Arroyo against the action of the board in the Carroll Parish contest :

The undersigned, a member of the returning-board, protests against the decision of the board in canvassing and compiling the returns of the parish of Carroll, for the following reasons, to wit : Because, according to said report and tally-sheets made by the commissioners of election at the different polls of said parish, the following parties appear to have received the following vote, viz : At poll 1, Antoine Dubuclet, candidate for State treasurer, received 647 votes, J. C. Moncure 21; Frank Morey, for Congress, received 645 votes, and W. B. Spencer 28; for State senator, Geo. C. Benham received 638 votes, and J. A. Gla 196, J. H. Brigham 7; while E. M. Spaun, democratic commissioner of election at said poll, swears that A. Dubuclet received 580 votes, J. C. Moncure 21, F. Morey 569, W. B. Spencer 43, Geo. C. Benham 394, J. A. Gla 196, J. H. Brigham 7; and that any other return purporting to have been made by him (Spaun) is false, and his signature thereto is a forgery. At poll 2, for State treasurer, A. Dubuclet received 717 votes, J. C. Moncure 53; for Congress, F. Morey received 719 votes, W. B. Spencer 49; for State senate, Geo. C. Benham received 702 votes, J. A. Gla 65, and J. H. Brigham 3; while T. F. Montgomery, the democratic commissioner of election at said poll, swears that Geo. C. Benham received 427, J. A. Gla 282, and J. H. Brigham 3; and that any other return purporting to be made by him (Montgomery) is false, and the signature thereof is a forgery.

At poll 4, for State treasurer, A. Dubuclet received 558 votes, J. C. Moncure 3; for Congress, F. Morey received 554 votes, and W. B. Spencer 7; for senator, George C. Benham received 501, J. A. Gla 60, and J. H. Brigham 1; while R. M. Bagley, democratic commissioner of election at said poll, swears that Antoine Dubuclet received 514 votes, J. C. Moncure 3 votes; Frank Morey, for Congress, received 510 votes, W. B. Spencer 7 votes, George C. Benham, 350 votes, J. A. Gla 164, and J. H. Brigham 1 vote. Being present in the returning-board when the returns were canvassed, he, the said Bagley, pronounced the return false, his signature thereto a forgery, and the tally-sheets accompanying the same as spurious and false; for the tally-sheet that was kept by the commissioners and adopted by them was the one which he, the said Bagley, wrote, and that was in red ink, whereas the one before the returning-board is in black ink.

At poll 4, Antoine Dubuclet received 189 votes, J. C. Moncure 52; for Congress, Frank Morey 167 votes, W. B. Spencer 74; for senator, Geo. C. Benham 156 votes, J. A. Gla 23, J. H. Brigham 60; while J. S. Milliken, the democratic commissioner of election at that poll, swears that at that poll A. Dubuclet received 155 votes, J. C. Moncure 65, F. Morey 156, W. B. Spencer 64, George C. Benham 111, J. A. Gla 56, and J. H. Brigham 60; and that any other return purporting to have been served by him (Milliken) is false, and his signature a forgery.

At poll 5, for State treasurer, A. Dubuclet received 91 votes, J. C. Moncure 106; for Congress, F. Morey received 96 votes, W. B. Spencer 108; for State senate, Geo. C. Benham 72, J. A. Gla 121, and J. H. Brigham 23; while by the testimony of T. P. McCandles, democratic commissioner at said poll, A. Dubuclet received 91 votes, J. C. Moncure 106, F. Morey 96, W. B. Spencer 108, G. C. Benham 41, J. A. Gla 129, and J. H. Brigham 33; and said McCandles swears that any returns purporting to be signed by him, showing a different result, is false, and his signature is a forgery. Because it is proven by the testimony of T. F. Montgomery, district attorney of Carroll, Blunt, United States supervisor of said parish, and others, that the clerk of the district court of that parish has unlawfully refused them re-examination of said election-returns, and that the defeated candidates for parish officers in said parish have been denied by said clerk the right to examine the duplicate returns, which, by law, make part of the records of his office. Finally, because it is in evidence that at poll 2, Geo. C. Benham, the republican candidate for the senate, did, on the election-day, by unlawful and violent conduct, intimidate the colored voters of said parish, and thereby wrongfully and fraudulently procure a more numerous vote than was truly cast for him, by unlawfully threatening the said colored voters as they approached to vote, and brutally snatching from their hands the tickets which they held in their hands and which they were about to deposit in the ballot-box, and forcing upon them other ballots with which he had provided himself for that purpose, and that the said Benham persisted in this course of conduct contrary to the freedom guaranteed the people at their election throughout the entire day of election, for the purpose of securing his return as State senator, and the success of the republican party of Carroll Parish.

Because it is in evidence that at poll No. 1, in said parish, the voters had to place their ballots on the end of poles or canes, in order to reach the hands of the commissioners of election, who were seated in a room elevated from the ground, so that the voters were denied the privilege of having their ballots placed in the ballot-box. From these facts it is evident that, first, there has been no fair expression of the votes of the parish of Carroll; second, that we have no returns even of the votes actually cast; what purport to be returns being proved to be fraudulent and forgeries, and there is no evidence

required by law to show what the vote of November 2 really was. The vote of the parish ought not to be taken into consideration by us, as it does not represent the true will of the people of the parish, and affects the vote of the other parishes in that senatorial district and the rest of the State on the question of treasurer. It should, therefore, be rejected. By an agreement on the board, the question, as one of law, was to be referred to two lawyers, to be selected by the board, one to be chosen from the democratic party by the remainder of the board, and one from the republican party, to be chosen by myself. I selected Judge Dooley, candidate for judgeship of the first district court in 1872 on the republican ticket, and a lawyer of erudition and long practice, whose views, presented herewith, fully confirm my position on this question. The board has not yet produced an opinion from a democratic lawyer to the contrary. Well convinced that the rights of the people of the parish of Carroll and of that of the people of the whole State have been outraged and trampled upon by unworthy and criminal agents—in a word, with unscrupulous and reckless partisans, the undersigned hereby solemnly protests against compiling and canvassing, as genuine, the fraudulent returns above set forth.

LOCAL OPINIONS.

The following opinions, addressed to Mr. Arroyo from Mr. M. A. Dooley, upon the duties of returning-officers, in relation to returns wherein forgery has been proved, and also with respect to the power and obligation of the board to send for persons and papers under such circumstances, will be found pertinent and interesting now, inasmuch as the board has failed to perform its duty in this regard :

NEW ORLEANS, December 17, 1874.

OSCAR ARROYO, Esq., *Returning-Officer* :

DEAR SIR : With regard to the question which you propounded to me as to the duty and power of your board in cases where it has been brought to your knowledge that fraud, forgery, and perjury have been committed in returns of election, "materially changing the result of such election," I am clearly of the opinion that it is within your power and it is your duty "to examine further testimony," (than such returns,) and to this end you have "power to send for persons and papers," and upon such investigation to give effect to the honest votes cast. Or else, if you find the corrupt influences did materially change the result of the election, you should not canvass or compile the statement, but exclude the returns.

Respectfully,

M. A. DOOLEY.

NEW ORLEANS, December 17, 1874.

OSCAR ARROYO, Esq., *Returning-Officer* :

You know the opinion which I sent you this morning was given on very short notice, without time for reflection or examination. I wish to add to it by calling your attention to the oath each member of your board has taken, to wit : "I do solemnly swear that I will carefully and honestly canvass and compile the statements of the votes, and make a true and correct return of the election : So help me God."

It is unnecessary for me to suggest to a gentleman of your intelligence what the signification of the word "canvass" means. A reference to any standard dictionary determines it. How gentlemen placed in your official position could conscientiously conform to your said oath of office, and carefully and honestly canvass and compile the statements of votes, and make a true and correct return of the election, and yet sanction and give effect to a forged and fraudulent return, is, to me, incomprehensible. A forged and fraudulent return is no return at all, any more than a forged bank-note is a bank-note. We know how a man is esteemed and dealt with by the law, who knowingly palms off a forged bank-note ; and we likewise know that it is true in morals as in law, that no man can sanction and give effect by his act to forgery and fraud without being *particeps criminis*.

Respectfully,

M. A. DOOLEY.

EXHIBIT K.—*Reply of Wells to protest of Arroyo, No. 1.*

[From the New Orleans Republican, December 20, 1874.]

THE RETURNING-BOARD.

There was little or nothing done by this body yesterday, excepting what was accomplished in executive session. The board met as usual, and after adopting the minutes of the previous day went into secret session, during which time the contests in the parishes of Red River, Natchitoches, and Avoyelles were settled and the returns of those parishes ordered to be compiled.

The board adjourned to meet again to-morrow at 11 o'clock.

Governor Wells yesterday submitted the following reply to the protest of Mr. Arroyo :

Hon. Oscar Arroyo, a member of the board, has entered a protest against the decision of the board in the Carroll Parish case, which the majority of the board do not think gives a full statement of the case, and it omits to give the grounds on which it was decided ;

consequently we deem it our duty to place our decision and the reasons for it properly on record.

The supervisor of registration returned a statement of the votes and the tally-sheets from the several polls in this parish to this board, in proper legal form, when they were opened by the board and examined. Mr. Gla, a republican candidate for the senate, and the attorneys for the democratic party, entered for objection to the returns substantially two reasons:

1. That the election in this parish was not fair, free, and peaceable; that the voters had been intimidated, and forced to vote contrary to their wish.

2. That the returns of the commissioners from the several polls made by the supervisor to this board were forgeries, or had been changed.

Much evidence, in the shape of affidavits, was filed in the case by the parties in interest.

A careful examination of the evidence on both sides satisfied us that the election was fair, free, and peaceable, and that on the day of election there was nothing unusual that affected the voters at any of the polls. It is true there was some such evidence as that alluded to by Mr. Arroyo, at poll No. 1, where it is charged that Benham, one of the candidates for the senate, intimidated voters, and caused them thereby to vote for him. It is proved that Benham did procure colored voters to change their ballots, but there is no such evidence as will justify the conclusion that he exercised any violence or threats to induce them to do so.

At poll No. 2, it is charged that the ballot-box was made so inaccessible that ballots had to be put on the ends of canes to hand them up to the commissioners; this evidence is not sustained by the commissioners; even Mr. Shaw, the democratic commissioner at this box, does not corroborate this statement; but even if it were so, as commissioners of both political parties presided at this poll, and there is no proof that the ballots actually voted were not put in the box, it cannot invalidate the election.

The whole evidence satisfies us that up to and on the day of election there was no intimidation or other unlawful act that should invalidate the election at any poll in this parish, but that the election was as fair, free, and peaceable as usual, and that the voters very generally exercised their right to vote. There were 2,530 voters registered, and 2,263 voted. In fact, it is not attempted to be proved that any one was prevented from voting from any unlawful cause.

It is clear that all was fair, free, and peaceable up to the close of the election in this parish. If anything transpired to deprive the voters of this parish from having their votes properly returned, and compiled, it was after the election; and under the law it is the duty of this board, and it has the power, to inquire into any such fraud, and, if found to exist, to ascertain the facts and make the proper correction and compilation. This the board proceeded to do. In the absence of intimidation or other acts that would improperly influence the election on or before the day of election, the law authorizes us to take evidence and even send for persons and papers where corrupt influences have been used to offset the election. Fraudulent changing the commissioners' returns comes under this head. Now, in canvassing the returns under this authority, it is the duty of the board to ascertain the true state of the vote, and to so compile it: not to reject it altogether, as Mr. Arroyo contends in his protest. If the returns should be found to have been changed, they are to be corrected so as to show the true state of the case, and not be altogether rejected.

The main contest in this case was between Mr. Benham and Mr. Gla, both republican candidates for the senate, and both claiming to be regularly nominated. There was also a democratic candidate for the senate, Mr. Brigham.

There is no evidence that the return from poll 5 had been, in any particular, changed.

There is no evidence there was any changing of the returns of the commissioners from poll 2, except as to Benham and Gla.

The evidence shows that the returns of the commissioners of election from polls 1, 3, and 4 had been changed as to the candidates for treasurer, Congress, and senate, and the real number of votes received by each candidate are detailed in the evidence, but the change in the number of votes for treasurer and Congress is too small to offset the result of the election for either of these offices.

The evidence satisfies the majority of the board that the appended affidavit of Mr. Blount, United States supervisor of election for that parish, appointed on the recommendation of the democratic party, gives the true state of the vote between Mr. Benham and Mr. Gla. This testimony is supported by the democratic commissioners at these three boxes, which stand as follows:

	Benham.	Gla
Poll 1.....	394	196
Poll 2.....	427	282
Poll 3.....	360	164
Poll 4.....	114	56
Poll 5.....	43	129
Total.....	1,338	827

We predicate this altogether on the testimony from democratic sources.

The evidence does not satisfy us that the commissioners' returns are forgeries, but that they have been changed in the above particulars.

It has been our purpose in this investigation to give the voters in Carroll Parish the real benefit of their votes, honestly, and without fraud or intimidation cast at the election.

Our colleague, Mr. Arroyo, has, in his protest in this case, departed from the equitable and just rule that ought to govern in such cases in insisting in throwing out the entire vote of this parish, thereby depriving the voters of their inestimable privilege when they are in no manner at fault, the effect of which would be the counting in a number of his party friends, and deprives him of that high position he has assumed throughout of being altogether impartial.

J. MADISON WELLS,
President Returning-Board.

STATE OF LOUISIANA, Parish of Carroll :

Before me, the undersigned authority, personally came and appeared W. A. Blount, United States supervisor of registration and election in and for the parish of Carroll, duly appointed, commissioned, and sworn by the United States circuit judge, Hon. W. B. Woods, and the said Blount, being duly sworn by me, declared and said that the registration of the parish of Carroll closed on Friday evening, October 23, 1874, R. M. Lackey, supervisor, W. W. Benham and James Mulligan, clerks; and that the total registration of the said parish was, as shown on the registration-books, 2,530 names; that on the second day of November, 1874, the vote cast in the said parish of Carroll for State senator was 2,263, being 265 less than the actual registration, and that vote so cast was for the persons named as follows: George C. Benham, 1,348; J. A. Gla, 827; J. H. Brigham, 98; giving George C. Benham a majority of 509 votes in the parish of Carroll over J. A. Gla; that I have this knowledge from a personal inspection of the tally-sheets of the First, Second, and Fifth wards, and that my knowledge of the vote of the Third and Fourth wards is received from the commissioners of election and deputy United States supervisors stationed at those wards on the day of election. And this appearer further swears that he was present in person at the Second ward in said parish in his capacity of United States supervisor of election, and that after the count of the votes was made in said ward, and the tally-sheets folded up on Tuesday evening, November 3, 1874, the said tally-sheets were not signed at as late as ten o'clock on said evening, being twenty-eight hours, at least, after the closing of the polls, and that the said tally-sheets and ballot-box were carried away from the voting-place without being signed by the commissioners of election; that W. W. Benham had the said tally-sheets and ballot-box in possession when last seen by this appearer; and that this appearer has repeatedly been refused permission to examine said tally-sheets after they were conveyed away from the voting-place when he applied to Mr. Lackey and W. W. Benham, clerk, to examine them in his capacity of United States supervisor of registration and election for the said parish of Carroll; and that the said tally-sheets were conveyed away from the said parish without having been examined by this appearer after compilation.

That no duplicates of said tally-sheets can be found by me in said parish after repeated application at the office of the clerk of the court for transcripts from them.

That this appearer verily believes that an evasion of the election-laws of this State is being consummated in the improper and illegal control of the election-returns of the parish of Carroll by R. M. Lackey, supervisor, and W. W. Benham, his clerk.

W. A. BLOUNT,
United States Supervisor of Registration and Election for the Parish of Carroll.

Sworn to and subscribed before me on this 26th day of November, 1874.

S. D. OLIVER,
Deputy Clerk.

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EXHIBIT N.—Statement of returning-board of its action.

[From the New Orleans Republican, December 25, 1874.]

The following statement of the action of the board was submitted at the conclusion of its labors:

In closing the labor of canvassing and compiling the vote of the State given at the election on the 2d of November last, it is but just and proper that the returning-officers should give a statement of the difficulties attendant on their labors, and the principles laid down, drawn from the law, to direct them in the discharge of their duties.

In the first place, this election was very loosely conducted by the commissioners of election, so much so that at not one-tenth of the polls in the State were the forms required by law observed.

The law requires the supervisors of registration to forward to the returning-officers—first, the list of votes kept by the commissioners of election; second, the statement of the persons

voted for, and the number of votes received by each; and, third, the tally-sheets; all of which the commissioners of election are required to furnish the supervisors, and they to forward to the returning-officers.

In many cases no lists of voters are kept by the commissioners, or if there was they were not forwarded to the returning-board by the supervisors; and many that were forwarded to the returning-board were not signed or sworn to, as the law requires. In many cases there was no statement of the persons voted for and the number of votes received by them forwarded to the returning-board, for the reason that none were furnished by the commissioners of election to the supervisors, and many that were returned were neither signed nor sworn to, and in many cases there were no tally-sheets forwarded to the returning-board to enable them to test the accuracy of the statement of votes, and in some instances only the tally-sheets were returned to the returning-board, without the list of voters or the statement of votes, and they not signed or sworn to as the law requires. This being the case, it became necessary that the papers received from the polling-places should be carefully examined. There were over 650 polling-places in the State, and there was a long list of candidates. So it became a very laborious duty, which occupied the board nearly a month, laboring from 11 a. m. to 4 p. m., and from 7 to 11 p. m., every day.

The law requires "That in such canvass and compilation the returning-officers shall observe the following order: They shall compile first the statements from all polls or voting-places at which there shall have been a fair, free, and peaceable registration and election. Whenever from any poll or voting-place there has been any riot, tumult, acts of violence, intimidation, armed disturbance, bribery, or corrupt influences, which prevented or tended to prevent a fair, free, and peaceable vote of all qualified electors entitled to vote at such poll or voting-place, such returning-officers shall not canvass, count, or compile the statement of votes from such poll or voting-place until the statements from all other polls or voting-places shall have been canvassed and compiled. The returning-officer shall then proceed to investigate the statements of riot, tumult, acts of violence, intimidation, armed disturbance, bribery, or corrupt influences at any such poll and voting-place."

93 The board has followed this requirement of the law, as it was their imperative duty to do, and in examining the proceedings of the commissioners of election forwarded to it by the supervisors, when either of the counsel appointed by the political parties objected to the count of any poll, and laid before the board any evidence to sustain such objections, such polls were passed over and not canvassed until the board had compiled the vote from all polls not objected to.

In the progress of the examination a large number of polls were objected to, including some in twenty-seven of the parishes, and all in some. The grounds of objection to some of the polls were the failure of a substantial compliance with the law in conducting the election and making returns to the supervisors; to some, that the returns of the commissioners had been changed after they had been made to the supervisors; and to the far greater number, that the voters had been intimidated, so that they did not register or vote, or were compelled to vote differently from what they desired.

Had the board decided that anything like a strict compliance with the forms of law in holding the election and making the returns to the supervisor would be required, the effect would have been that so many of the polls would have been thrown out that there would have been no election in the State. The board then adopted the rule that when the supervisor had returned any evidence showing an election was held, although it be only a tally-sheet unsigned or sworn to, that, in the absence of any evidence of fraud or intimidation, it would compile the vote as shown by such evidence or document. If it may be called evidence, this decision disposed of a good many protests to the reception of the polls, but when the substantial forms of law had not been observed, and evidence of fraud or intimidation was produced, the failure of the substantial compliance with the forms of law was considered a badge of fraud, and the poll was rejected. We believed this to be a just and reasonable rule, and the board strictly adhered to it.

In the cases of Carroll, Saint Helena, and Saint James Parishes, where it was charged and proved the returns made by the commissioners to the supervisors had been changed after they came into the hands of the supervisors, the board took evidence to ascertain the true state of the vote, and made the compilation accordingly.

The question raised against the greater number of polls was the charge of intimidation to prevent voters from voting, and forcing them to vote against their wishes. To establish this charge a great mass of affidavits was taken, some applicable to whole parishes and some to particular polls, and a mass of counter-affidavits was also filed.

The general facts proved on this point establish that about May, 1874, a military organization known as the White League was established in this State, which extended to every parish of the State, and permeated every neighborhood; that the object of this organization was to prevent colored men from voting, unless they could be controlled to vote the democratic ticket, and to prevent them from holding office; and further, to compel the republicans holding office under the present State government to abdicate their offices, and to prevent the republican party in this State from organizing, with a view of concentrating their party at the late election, and to expel the white republicans from the State unless they would desist from organizing the republican party in this State and withdraw from the active support of that party.

The means taken by this White-League organization to accomplish the above purposes are shown to have been by threats that if the colored voters did not vote the democratic ticket they should be expelled from the plantations on which they were farming; be deprived of their crops; be excluded from renting lands hereafter, or of being employed, and deprived of rations or credit to obtain them; and the leading colored men were threatened with death if they persisted in organizing the republican party, and white republicans were threatened with personal violence, proscription in business and socially of themselves and families, and with hanging, if they persisted in organizing the party with a view to the late elections.

The organization, in armed bands, in many parishes in the State carried their threats of personal violence into effect by killing some republicans, whipping and ill-treating others, and compelled the parish officers, holding office under the present State government, to abdicate their offices. This was particularly the case in all the Red River parishes, most of the Teche parishes, and in the parishes between the Red and Ouachita Rivers.

All the above acts, resorted to by this White-League organization to carry out their purpose, were clear violations of both the State and United States laws, and would subject the perpetrators of those acts to imprisonment in the penitentiary, so odious are they to the sense of the people of the country.

The evidence of such acts of intimidation, which prevented a fair, free, and peaceable election in the parishes of Saint Martin and Grant, was so general and overwhelming that the board felt compelled to throw out every box in these parishes; and in many other parishes where there was satisfactory proof that intimidation had been used at designated polls so as to prevent a fair, free, and peaceable election at such polls, they were excluded from the compilation as the law requires.

When the friends of a political party—such as the White-League organization is
94 toward the democratic party—shall so clearly and generally violate the laws of the country to control an election in their interests, it is but just and proper that when they are shown to have brought such acts to bear on an election, that they should not be permitted to profit by it, and such is the intention of the law. The board, however, in this case did not exclude any poll from the compilation except on satisfactory proof that such violation of law had been perpetrated, and that it had the effect of intimidating a sufficient number of voters to change the result of the election.

As all these acts to produce intimidation had been perpetrated in favor of the democratic party and against the republican party, the polls excluded from the compilation generally gave majorities in favor of the democratic party, and their exclusion from the compilation reduced the vote of that party, and in some instances had the effect of returning representatives and other officers of the opposite party different from the returns made by the supervisors. This is the natural result of an illegal attempt to accomplish an object, and is no fault of the board.

The counsel of the democratic party protested against the counting of certain polls in the parishes of Natchitoches and Bossier, on the grounds that the United States troops were expected at the polls on the day of election, or did actually visit the polls on the day of election, in order to assist the United States marshal to arrest persons charged with violations of the United States laws, and that in consequence a great number of democrats did not attend the polls and vote for fear of arrest by the United States troops. Even if such facts had been fully proved as alleged, we do not see that there was any violation of law in the United States troops doing so. Certainly a person charged with a crime against the United States law cannot say he is intimidated by the fact that the marshal with the United States troops is trying to arrest him; it is his own fault if he is guilty, and he cannot urge his own crime as his protection, and certainly persons not conscious of their guilt would not flee from the presence of the United States marshal and his posse of United States soldiers. This is preposterous, and we did not consider this a good ground of intimidation.

There were no returns of election from the parish of De Soto made by the supervisor of registration as the law required. Persons interested produced the clerk of the court with such papers as by law were entrusted to him, and offered them as the returns from the parish. The board decided they could not receive and canvass and compile such returns. The parties in interest applied to the proper court for a mandamus to compel the board to receive, canvass, and compile those returns, but upon trial the court sustained the ruling of the board. The same principle was acted on in the Terre Bonne case.

There was no supervisor in the parish of Winn, the one appointed for that parish having been expelled from the parish and an unauthorized person assumed to act. The board could not recognize such lawlessness.

The board submits to the legislature and the people of this State the result of their investigation with a consciousness that they have properly discharged their trust.

J. MADISON WELLS,
President.

NEW ORLEANS, December 24, 1874.

The board adjourned subject to the call of the president.

OFFICIAL.

Compiled returns of an election held in the fifth congressional district, State of Louisiana, under a writ of election dated September 10, 1874, on the second day of November, A. D. 1874, ordering same, and pursuant to the provisions of act No. 98, to regulate the conduct and to maintain the freedom and purity of elections; to prescribe the mode of making returns thereof; to provide for the election of returning-officers, and defining their powers and duties; to prescribe the mode of entering on the rolls of the senate and house of representatives, and to enforce article one hundred and three of the constitution, approved November 20, A. D. 1872, to wit:

FIFTH CONGRESSIONAL DISTRICT.

Parishes.	Frank Morey.	W. B. Spencer.
Concordia	1,601	489
Franklin.....	80	485
Tensas	1,097	1,851
Madison	1,319	759
Richland	441	734
Ouachita	1,702	759
Jackson	94	534
Lincoln	514	590
Union	439	1,155
Morehouse	1,005	668
Claiborne	663	1,375
Catahoula.....	742	838
Carroll	2,181	261
Caldwell.....	401	540
Total.....	12,279	11,038

We, the undersigned returning-officers, pursuant to authority vested in us by act No. 99, approved November 20, 1872, do hereby certify the foregoing is a true and correct compilation of the statement of votes cast at an election for members of Congress held on the 2d day of November, A. D. 1874, under a writ of election promulgated September 10, A. D. 1874, ordering same, and we hereby declare that the following-named person was duly and lawfully elected, to wit:

For member of Congress, fifth congressional district, Frank Morey.

J. MADISON WELLS.
 THOMAS C. ANDERSON.
 G. CASANAVE.
 LOUIS M. KENNER.

EXHIBIT R.—*Extracts from platform of democracy.*

That W. P. Kellogg is a mere usurper, and we denounce him as such; that his government is arbitrary, unjust, and oppressive, and that it can maintain itself only through Federal interference; that the election and registration laws under which this election is being conducted were intended to perpetuate the usurpation by depriving the people, and especially our naturalized citizens, of an opportunity to register and vote; but we announce distinctly that it is the determination of the people to have a fair and free election, and to see that the result is not changed by fraud or violence.

That we extend to all of our race, in every clime, the right hand of fellowship, and a cordial invitation to come and settle among us and unite their destinies with ours. That while we are in favor of meeting punctually the payment of the legitimate debt of Louisiana, we are immovably opposed to the recognition of the dishonest and fraudulent obligations issued in the name of the State, and we pledge ourselves to make a searching investigation in the matter.

We advise our people to vote against the amendments to the constitution proposed by the usurping legislature, and pledge ourselves, on the restoration of the government to honest hands, to provide for the payment of all honest indebtedness of the State.

104 EXHIBIT S.—Comparative statement of registration and election in 1872 and 1874.

Parishes.	Registration of 1874.		Votes of 1874.		Registration of 1872.		Votes of 1872, Lynch returns.		Votes of 1872, Forman returns.	
	White.	Colored.	Democratic.	Republican.	White.	Colored.	Democratic.	Republican.	Democratic.	Republican.
Ascension.....	984	2,073	859	-1,950	1,148	3,296	666	1,840	666	1,840
Assumption.....	1,693	1,800	1,498	1,539	2,207	2,176	1,276	1,912	1,730	1,403
Avozelles.....	1,508	1,520	1,363	1,426	2,139	2,188	1,286	1,885	1,813	1,366
Baton Rouge, East..	1,595	2,879	1,556	2,546	1,489	1,559	917	2,459	1,644	1,160
Baton Rouge, West..	353	875	313	805	397	859	287	900	732	455
Bossier.....	622	1,753	1,020	1,077	587	1,795	.....	1,159	953	555
Bienville.....	784	442	788	.....	916	715	872	428	959	424
Caddo.....	1,724	2,950	1,211	1,343	1,549	3,134	627	1,238	1,817	1,576
Calcasieu.....	1,173	245	1,172	6	702	186	548	96	610	64
Caldwell.....	556	460	541	400	541	586	486	369	486	369
Cameron.....	275	48	203	47	263	31	176	40	176	40
Carroll.....	444	2,086	235	2,202	572	2,073	382	1,452	388	1,477
Claiborne.....	1,316	1,009	1,374	659	1,373	1,293	1,357	942	1,357	930
Catahoula.....	965	805	840	736	1,065	992	678	878	382	714
Concordia.....	176	2,377	154	2,043	307	2,577	186	1,671	185	1,624
De Soto.....	1,024	1,036	.....	.....	1,004	1,403	790	1,022	1,450	444
Feliciana, East.....	855	1,891	847	1,688	1,100	2,351	653	1,619	653	1,690
Feliciana, West.....	439	1,624	501	1,358	521	2,084	273	1,309	320	1,477
Franklin.....	445	270	457	114	522	507	535	268	543	260
Grant.....	453	444	.....	.....	616	733	165	779	514	405
Iberia.....	1,226	1,363	939	923	1,140	1,941	616	965	(*)	(*)
Iberville.....	805	2,343	770	2,167	740	3,296	691	2,259	(*)	(*)
Jefferson, L. B.....	159	730	169	639	.....	.....	.....	.....	.....	.....
Jefferson, R. B.....	556	1,221	575	1,011	1,396	2,866	970	1,732	962	1,732
Jackson.....	453	274	261	37	1,101	822	446	610	312	502
La Fayette.....	1,003	730	976	530	1,115	897	884	482	892	482
Livingston.....	783	158	684	105	(†)	(†)	553	146	543	152
La Fourche.....	2,026	1,873	1,905	1,846	2,407	4,709	1,697	1,792	1,773	1,096
Lincoln.....	935	707	592	517	.....	.....	.....	.....	.....	.....
Madison.....	255	2,135	233	1,847	2,007	3,725	305	1,756	838	1,227
Morehouse.....	660	1,221	654	1,017	1,339	2,035	625	1,262	673	655
Natchitoches.....	1,383	2,283	1,259	1,574	1,517	1,833	.....	1,206	1,250	550
Oranchita.....	826	1,819	766	1,694	970	2,311	606	1,441	758	1,556
Ouachans.....	28,415	18,374	26,204	13,162	34,501	20,381	20,537	14,043	22,905	13,892
Plaquemines.....	769	1,920	668	1,685	673	1,699	460	2,163	467	1,034
Point Coupee.....	731	2,319	639	1,990	1,039	2,807	1,092	1,154	1,142	1,532
Rapides.....	1,331	2,079	1,027	1,137	1,719	1,629	1,049	1,920	1,960	1,169
Red River.....	352	915	146	702	441	966	362	913	353	918
Richland.....	714	618	734	440	599	644	646	218	919	278
Sabine.....	692	227	762	2	711	151	789	62	789	62
Saint Bernard.....	350	610	271	607	500	570	260	469	412	360
Saint Charles.....	263	1,413	278	1,268	300	1,850	119	1,221	141	1,231
Saint Helena.....	625	573	622	536	(†)	(†)	437	541	703	279
Saint James.....	770	2,370	780	1,863	703	2,120	657	1,852	(*)	(*)
Saint John Baptist..	669	1,304	627	1,216	817	1,720	538	1,167	533	1,162
Saint Landry.....	3,108	2,863	3,517	1,634	3,718	3,641	2,347	1,890	2,922	1,345
Saint Mary.....	1,050	2,541	1,050	2,148	1,117	1,941	739	1,667	1,239	1,367
Saint Martin.....	980	936	921	704	1,035	926	670	718	(*)	(*)
Saint Tammany.....	669	644	561	581	624	700	111	112	(*)	(*)
Tangipahoa.....	890	669	859	456	917	613	614	769	773	611
Tensas.....	353	3,166	243	2,865	368	3,146	166	2,275	182	2,283
Terre Bonne.....	1,227	1,822	891	1,168	1,201	1,608	1,407	1,593	(*)	(*)
Union.....	1,190	632	1,161	432	1,788	872	460	469	1,418	453
Vernon.....	744	61	712	.....	717	79	112	39	690	30
Vermillion.....	866	258	692	228	826	282	256	228	676	229
Washington.....	512	156	457	125	543	168	194	176	453	167
Webster.....	890	883	856	749	854	862	377	824	977	622
Winn.....	628	98	.....	.....	755	135	127	102	575	114

* Polls excluded.

† No reports received or known to exist.

Difference between the provisions of the registration act of 1870 and that of 1874 :

1. The State registrar, under act of 1870, section 1, is supervisor of registration for the parish of Orleans; this is dropped by section 1 of act of 1874.
2. The thirteenth section of the act of 1874 provides : "That no supervisor of registration appointed under this act, and no clerk of such supervisor of registration, shall be eligible for any office at any election when said officers officiate;" the corresponding section of the act of 1870, section 14, does not contain this clause, nor does any other provision of the act of 1870. Supervisors of registration under this act often counted themselves into office.

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EXHIBIT 32.—*Affidavit of E. M. Spann.*STATE OF LOUISIANA, *Parish of Carroll* :

Personally appeared before the undersigned authority Eldridge M. Spann, who, being duly sworn, says: That he acted as commissioner of election for ward No. 1 in said parish and State at the election on the 22day of November, A. D. 1874; that after the

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ballots were counted and the tally-sheets made out, they showed the following vote received by the candidates for State treasurer, Congress, 5th dist., State senator, and representatives, to wit :

For State treasurer.—Antoine Dubuclet received 580 votes; John C. Moncure received 21 votes.

For Congress.—Frank Morey received 569 votes; Wm. B. Spencer received 33 votes.

For State senator.—Jacques A. Gla received 196 votes; George C. Benham received 394 votes; J. Harvey Brigham received 7 votes.

For representatives.—Cain Sartain received 404 votes; P. Jones York received 377 votes; J. Ed. Burton received 200 votes; Henry Atkins received 191 votes.

And if the tally-sheets now in the hands of the State returning-board show a different result, they have been altered since I signed the same.

E. M. SPANN.

Sworn to and subscribed before me this 23d day of November, A. D. 1874.

Sin'd before Raymond Gilbert, J. P., *ward No. 1.*

STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,

New Orleans, March 19th, 1875.

I hereby certify that the foregoing is a true copy of the original on file in this office.

[SEAL.]

P. G. DESLONDE,

*Secretary of State.*EXHIBIT 33.—*Affidavit of T. D. McCandless.*STATE OF LOUISIANA, *Parish of Carroll* :

Personally appeared before me, the undersigned, justice of the peace in and for the 4th ward of said parish and State, duly commissioned and sworn, Thomas D. McCandless, a resident of said parish and State, who, after being duly sworn, deposed and said: That, on the 2d day of November, A. D. 1874, he acted under appointment from W. A. Blount as deputy supervisor of election which was held on that day, at the town of Floyd, in said parish and State; that at an early hour in the morning of that day, the commissioners of election, to wit, James I. Milliken, Dr. John M. Gaddis, and George Pride, were sworn in as such by Walter T. C. Anderson, a citizen of the aforesaid ward, parish, and State; that the election was an exceedingly quiet one; that at the usual hour the polls were closed; that after about fifteen minutes' recess said commissioners proceeded to count the vote in the same room where the election had been held, with the following results, to wit :

State treasurer.—Dubuclet, 155 votes; Moncure, 75 votes.

Congress, 5th dist.—Morey, 155 votes; Spencer, 75 votes.

State senate.—Benham, 111 votes; Brigham, 60 votes; Gla, 56 votes.

That there was one (1) vote more, as shown per the tally-sheets, than the list of votes polled; that after the counting was declared at an end and completed, the box containing the votes was taken charge of by Milliken, commissioner, and conducted by him to the back room of a store in the town of Floyd, (which he had formerly occupied as a sleeping-room,) for safe-keeping, and in which room deponent saw said box the last time; learned next morning (Nov. 3) that said Milliken, with others, had carried it to the town of Lake Providence; that he knows nothing, of his own knowledge, concerning the vote or election at other boxes or precincts than at the town of Floyd, but that he is in possession of the exact vote, as polled at the town of Floyd, for each and every office that was to have an officer elected on said 2d of November to fill, but deems it unnecessary to give the result further than he has in this affidavit.

T. D. McCANDLESS.

Sworn to and subscribed before me on this the 26th day of November, A. D. 1874.

MERRILL + JACKSON,
his
mark.*Justice of the Peace.*

Attest :

W. A. HEDRICK.

STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,

New Orleans, March 19th, 1875.

I hereby certify that the foregoing is a true copy of the original on file in this office.

[SEAL.]

P. G. DESLONDE,

Secretary of State.

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EXHIBIT 34.—*Affidavit of Richard Dickerson.*STATE OF LOUISIANA, *Parish of Carroll :*

Personally appeared before the undersigned authority, Richard Dickerson, who, being duly sworn, says that he acted as United States deputy supervisor at precinct No. 5, at Oak Grove, said parish and State, on the day of the election, Monday, 2d day of November, 1874 ; that he saw the ballots counted, and the tally-sheets, after being made up, showed that—

For State treasurer.—John C. Moncure received 106 votes ; Antoine Dubuclet received 91 votes.

For Congress.—Wm. B. Spencer received 108 votes ; Frank Morey received 96 votes.

For State senator.—Jaques A. Gla received 129 votes ; J. Henry Brigham received 33 votes ; Geo. C. Benham received 41 votes.

For representatives.—J. Ed. Burton received 133 votes ; Henry Atkins received 127 votes ; P. Jones York received 65 votes ; Cain Sartain received 36 votes.

That the above was a true and correct count of the vote cast for said candidates, as made out and signed by the commissioners, and I signed the same with them ; and if the tally-sheets returned to the returning-board show a different count, the same has been tampered with and changed since delivered by the commissioners to the supervisor.

RICHARD DICKERSON.

Sworn to and subscribed before me this 23d day of November, A. D. 1874.

E. F. NEWMAN,

*Mayor and Ex-officio Justice of the Peace.*OFFICE SECRETARY STATE,
New Orleans, March 19, 1875.

I hereby certify that the foregoing is a true copy of the original on file in this office.

[SEAL.]

N. DURAND,

*Assistant Secretary of State.*EXHIBIT 35.—*Affidavit of R. K. Anderson.*STATE OF LOUISIANA, *Parish of Orleans :*

I have seen the statement of W. A. Blount, United States supervisor for Carroll Parish, in which he gives the number of votes cast at last election in that parish. He further says that he made this statement from inspection of tally-sheets and other sources of information afforded him by the State supervisor. I know of my own knowledge that he, Blount, never had, or attempted to get, such information from the State supervisor ; never saw the complete returns and tally-sheets from all the wards in Carroll Parish, and did in my presence only receive (orally) from the State supervisor, R. M. Lackey, a statement of votes cast for W. B. Spencer and J. E. Moncure.

R. K. ANDERSON.

Sworn to and subscribed before me this 21st day December, A. D. 1874.

WM. WEEKS,

*Assistant Secretary of State.*STATE OF LOUISIANA, OFFICE OF SECRETARY OF STATE,
New Orleans, March 19, 1875.

I hereby certify that the foregoing is a true copy of the original on file in this office.

[SEAL.]

P. G. DESLONDE,

*Secretary of State.*EXHIBIT 36.—*Affidavit of W. W. Benham.*STATE OF LOUISIANA, *Parish of Carroll :*

Personally appeared before me, the undersigned authority in and for the parish of Carroll, W. W. Benham, of the same parish and State, who deposes and says that he was one of the clerks of the registrar for the parish of Carroll, and that the second day following the election, W. A. Blount, one of the United States supervisors of election for the parish of Carroll, called at the office of the parish registrar and asked for Spencer and Moncure's votes in the parish, saying at the same time that he did not care a snap for the vote of any of the rest of the candidates. I turned to the tally-sheets and gave him the vote of Spencer, 261,

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and for Moncure 235, when he went away expressing himself fully satisfied This is all the data said Blount ever had of the election held November 2, 1874.

W. W. BENHAM.

Sworn to and subscribed before me this the 25th November, 1874.

C. E. MOSS, JR.,
Parish Judge.

OFFICE SECRETARY OF STATE,
New Orleans, March 18, 1875.

I hereby certify that the foregoing is a true copy of the original affidavit on file in this office.

[SEAL.]

P. G. DESLONDE,
Secretary of State.

EXHIBIT 37.—*Affidavit of Mrs. F. Piderit.*

STATE OF LOUISIANA, *Parish of Orleans:*

Personally appeared before me, the undersigned authority, F. Piderit, who, being duly sworn, deposes and says that T. S. Barton, of the parish of Orleans, called at her residence, No. 150 Jackson street, on the evening of November 10, A. D. 1874; that he was shown into the front parlor and from there into the back parlor; that at the same time Mr. Geo. C. Benham was engaged with a gentleman (whom I afterward learned to be Mr. Riley, of Morehouse Parish) in the front parlor; that this was the only call Mr. Benham received on this evening, and that this was the only time Mr. Benham had ever been engaged with any gentleman writing in my front parlor, or, to my knowledge, in any other part of my house.

MRS. F. PIDERIT.

Sworn to and subscribed before me this the 2d day of December, A. D. 1874.

P. G. DESLONDE,
Secretary of State.

OFFICE SECRETARY OF STATE,
New Orleans, March 18, 1875.

I hereby certify that the foregoing is a true copy of an original affidavit on file in my office, pertaining to the election held on 2d day of November, A. D. 1874.

Secretary of State.

STATE OF LOUISIANA, OFFICE OF SECRETARY OF STATE,
New Orleans, March 19, 1875.

I hereby certify that the foregoing is a true copy of the original on file in this office.

[SEAL.]

P. G. DESLONDE,
Secretary of State.

EXHIBIT 38.—*Affidavit of Carrie T. Benham.*

STATE OF LOUISIANA, *Parish of Orleans:*

Personally appeared before me, the undersigned authority, Carrie T. Benham, who, being duly sworn, deposes and says that she was informed by Geo. C. Benham, on Tuesday evening, November 10, A. D. 1874, that he was expecting a call from Mr. Riley, of Morehouse Parish, and about 7 o'clock, as we were sitting on the up-stairs gallery, Mr. Benham looked down as some one came in at the gate, and exclaimed, "There comes Mr. Riley;" he immediately descended to the parlor and was gone about an hour. This was the only call Mr. Benham received that evening. No election-returns for the parish of Carroll have ever been in this house, No. 159 Jackson street, and the statement of one T. S. Barton to this effect is wholly without foundation in fact.

CARRIE T. BENHAM.

Sworn to and subscribed before me this the 2d December, A. D. 1874.

P. G. DESLONDE,
Secretary of State.

STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,
New Orleans, March 19, 1875.

I hereby certify that the foregoing is a true copy of the original on file in this office.

[SEAL.]

P. G. DESLONDE,
Secretary of State.

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EXHIBIT 39.—*Affidavit of S. W. Reily.*STATE OF LOUISIANA, *Parish of Morehouse :*

Personally appeared before me, the undersigned authority, Saml. W. Reily, a resident of this parish and State, who, being duly sworn, deposes and says that he spent the evening from 7 to 8 o'clock with Mr. Geo. C. Benham, at his boarding-place, No. 159 Jackson st., on Tuesday, Nov. 10, 1874: that he called there in accordance with a previous engagement made in the morning of the same day, and for the purpose of procuring Mr. Benham's assistance in making out his accounts for services as registrar, and that of his clerks, as well as comparing his returns with the law to see if it had been complied with in every way, and if his papers were in due form. It was found that he had not brought along the sworn statement of the clerk of the court, and the following morning, as per engagement, Mr. Benham and myself called at the office of the State registrar and stated the case to him for his advice, which was to leave what returns he had in some safe place in New Orleans and return at once to Morehouse, procure the missing paper, and send it down. Deponent asked the State registrar if he could send the paper to Mr. Benham and have him attend to it, and he replied, "certainly." Immediately upon receiving this advice I took such returns as I had brought, and, in company with Mr. Benham, went to the auditor's office and lodged them in his vault, taking the receipt of his chief clerk, Mr. Schultz, for the same. That evening I left for home, and, on the 17th of Nov., I mailed a registered letter to Mr. Geo. C. Benham, the necessary paper to make my returns complete, requesting him to get the package from the auditor's vault and turn the completed returns over to the returning-board, which he finds was done on the 20th of Nov., as per receipt now in my possession.

Deponent was received by Mr. Benham, at his boarding-house on Jackson st., in the front parlor, and we sat at the center-table, while the doors and windows were all open, and, during his stay, persons, either ladies or gentlemen, were constantly going or coming either in the front or rear parlor. Deponent makes this affidavit because he is informed that one T. S. Barton has made an affidavit to the effect that on this particular night he saw Mr. Benham at this same place with another person engaged in tampering with the returns from Carroll, when it will be seen by the foregoing such was not the case. If Mr. Benham had only been anxious to serve himself he would not have called my attention to the defect in my returns from Morehouse, because defective returns would have aided him greatly, as the parish went against him.

SAML. W. REILY.

Sworn to and subscribed before me this 25th day of November, A. D., 1874.

C. B. WHEELER,
*Parish Judge.*OFFICE SECRETARY OF STATE,
New Orleans, March 19, 1875.

I hereby certify that the foregoing is a true copy of the original affidavit on file in this office.

[SEAL.]

P. G. DESLONDE,
*Secretary of State.*EXHIBIT 40.—*Affidavit of Fred. M. Schultz.*STATE OF LOUISIANA, *Parish of Orleans :*

Personally appeared before me F. Schultz, chief clerk of the auditor's office, who, being duly sworn, deposes and says: That Mr. Riley, of Morehouse Parish, and Mr. Benham, of Carroll, called at the auditor's office on the morning of November 11, 1874, and informed me that they wished to leave a bundle of papers in the auditor's vault, and asked me to give a receipt for the same, which I did. On the morning of the 20th, the receipt was produced for the package, and I turned it over.

FRED. M. SCHULTZ.

Sworn to and subscribed before me this 3d day of December, A. D. 1874.

WM. WEEKS,
*Assistant Secretary of State.*STATE OF LOUISIANA, OFFICE SECRETARY OF STATE,
New Orleans, March 19, 1875.

I hereby certify that the foregoing is a true copy of the original on file in this office.

P. G. DESLONDE,
Secretary of State.

116 EXHIBIT 41.—*Official returns of election held in Louisiana in 1874, giving vote for and against amendments to the constitution of the State.*

OFFICIAL.

Consolidated returns of the general election held in the State of Louisiana, on the 2d day of November, 1874, for State treasurer, amendments to the constitution, and limiting the debt of New Orleans, pursuant to a writ of election promulgated on the 10th day of September, 1874, ordering the same, and in accordance with act No. 98, entitled An act to regulate the conduct and to maintain the freedom and purity of election; to prescribe the mode of making returns thereof; to provide for elections of returning-officers, defining their powers and duties; to prescribe the mode of entering on the rolls of the senate and house of representatives; and to enforce article one hundred and three of the constitution, approved November 20, 1872.

UNDER ACT No. 4, SESSION 1874.

First proposed amendment relative to the issue of consolidated bonds.

Parishes.	For approval.	Against approval.	Parishes.	For approval.	Against approval.
Ascension.....	1,869	757	La Fayette.....	535	975
Assumption.....	1,543	1,375	La Fourche.....	1,851	1,899
Avoyelles.....	1,405	1,269	Lincoln.....	525	580
East Baton Rouge.....	2,411	1,444	Livingston.....	127	663
West Baton Rouge.....	804	311	Madison.....	1,613	414
Bienville.....	.....	.....	Morehouse.....	966	617
Bossier.....	921	702	Natchitoches.....	1,524	1,028
Caddo.....	1,336	1,191	Ouachita.....	1,773	681
Calcasieu.....	31	224	Orleans.....	13,922	23,811
Caldwell.....	359	486	Plaquemines.....	1,644	228
Cameron.....	51	95	Point Coupee.....	1,986	538
Carroll.....	2,228	194	Rapides.....	1,126	834
Catahoula.....	746	693	Richland.....	439	737
Claiborne.....	874	1,125	Red River.....	694	147
Concordia.....	1,650	173	Sabine.....	30	172
De Soto.....	.....	.....	Saint Bernard.....	603	266
East Feliciana.....	1,703	771	Saint Charles.....	1,278	271
West Feliciana.....	1,361	479	Saint Helena.....	534	618
Franklin.....	75	427	Saint James.....	1,873	759
Grant.....	.....	.....	Saint John.....	1,329	499
Iberia.....	928	939	Saint Landry.....	2,327	2,413
Iberville.....	2,046	771	Saint Martin's.....	705	920
Jackson.....	2	247	Saint Mary's.....	2,166	1,029
Jefferson, (right bank)..	967	615	Saint Tammany.....	580	553
Jefferson, (left bank)....	644	162	Tangipahoa.....	455	777
117					
Parishes.	For approval.	Against approval.	Parishes.	For approval.	Against approval.
Tensas.....	2,951	51	Vernon.....	118	307
Terre Bonne.....	1,164	774	Washington.....	122	448
Union.....	470	1,108	Webster.....	784	811
Vermillion.....	224	637	Winn.....	.....	.....
Total.....	.....	.....	.....	69,419	60,070

Second proposed amendment, reducing and limiting the State debt to fifteen millions, and limiting taxation.

Parishes.	For approval.	Against approval.	Parishes.	For approval.	Against approval.
Ascension.....	1,896	757	Madison.....	1,614	413
Assumption.....	1,543	1,376	Morehouse.....	973	611
Avoyelles.....	1,409	1,264	Natchitoches.....	1,524	1,028
East Baton Rouge.....	2,413	1,441	Ouachita.....	1,807	650
West Baton Rouge.....	804	311	Orleans.....	13,969	23,705
Bienville.....	.....	.....	Plaquemines.....	1,644	228
Bossier.....	922	701	Point Coupee.....	1,988	536
Caddo.....	1,337	1,193	Rapides.....	1,126	834
Calcasieu.....	31	229	Richland.....	443	733
Caldwell.....	368	484	Red River.....	694	147
Cameron.....	65	74	Sabine.....	30	171
Carroll.....	2,228	194	Saint Bernard.....	603	266
Catahoula.....	750	689	Saint Charles.....	1,275	268
Claiborne.....	831	1,120	Saint Helena.....	534	618
Concordia.....	1,650	173	Saint James.....	1,868	759
De Soto.....	.....	.....	Saint John the Baptist..	1,359	474
East Feliciana.....	1,710	768	Saint Landry.....	2,341	2,406
West Feliciana.....	1,361	479	Saint Martin's.....	705	920
Franklin.....	76	426	Saint Mary's.....	2,166	1,029
Grant.....	.....	.....	Saint Tammany.....	581	551
Iberia.....	928	939	Tangipahoa.....	457	775
Iberville.....	2,048	764	Tensas.....	2,947	47
Jackson.....	2	247	118 Terre Bonne....	1,357	686
Jefferson, (right bank)...	971	612	Union.....	471	1,107
Jefferson, (left bank)....	648	148	Vermillion.....	224	687
La Fayette.....	535	974	Vernon.....	118	307
La Fourche.....	1,852	1,898	Washington.....	122	448
Lincoln.....	525	560	Webster.....	803	747
Livingston.....	128	662	Winn.....	.....	.....
Total.....	70,824	59,634			

Third proposed amendment, devoting annual revenues of the State to the expenses of the same year.

Parishes.	For approval.	Against approval.	Parishes.	For approval.	Against approval.
Ascension.....	1,896	757	La Fourche.....	1,851	1,899
Assumption.....	1,541	1,377	Lincoln.....	524	581
Avoyelles.....	1,409	1,263	Livingston.....	126	664
East Baton Rouge.....	2,417	1,431	Madison.....	1,613	413
West Baton Rouge.....	804	311	Morehouse.....	973	611
Bienville.....	.....	.....	Natchitoches.....	1,524	1,028
Bossier.....	922	701	Ouachita.....	1,782	678
Caddo.....	1,339	1,192	Orleans.....	13,927	23,765
Calcasieu.....	33	228	Plaquemines.....	1,644	228
Caldwell.....	369	483	Point Coupee.....	1,986	538
Cameron.....	64	74	Rapides.....	1,126	824
Carroll.....	2,228	194	Richland.....	442	735
Catahoula.....	749	692	Red River.....	694	147
Claiborne.....	863	1,135	Sabine.....	30	171
Concordia.....	1,650	173	Saint Bernard.....	603	266
De Soto.....	.....	.....	Saint Charles.....	1,275	268
East Feliciana.....	1,712	772	Saint Helena.....	534	618
West Feliciana.....	1,361	479	Saint James.....	1,868	759
Franklin.....	81	422	Saint John Baptist.....	1,330	493
Grant.....	.....	.....	Saint Landry.....	2,340	2,406
Iberia.....	928	939	Saint Martin's.....	705	920
Iberville.....	2,044	763	Saint Mary's.....	2,166	1,029
Jackson.....	1	247	Saint Tammany.....	580	551
Jefferson, (right bank)...	970	613	Tangipahoa.....	455	778
Jefferson, (left bank)....	643	158	Tensas.....	2,952	45
La Fayette.....	531	974	Terre Bonne.....	1,168	872

119 *Third proposed amendment, devoting annual revenues of the State to the expenses of same year—Continued.*

Parishes.	For approval.	Against approval.	Parishes.	For approval.	Against approval.
Union.....	471	1,107	Washington.....	122	448
Vermillion.....	224	687	Webster.....	787	765
Vernon.....	117	308	Winn.....	.....	.....
Total.....				70,499	59,995

UNDER ACT NO. 22, SESSION OF 1874.

Amendment limiting the debt of New Orleans.

Parishes.	For approval.	Against approval.	Parishes.	For approval.	Against approval.
Ascension.....	1,896	757	Madison.....	1,609	416
Assumption.....	1,546	1,372	Morehouse.....	969	613
Avoyelles.....	1,409	1,268	Natchitoches.....	1,524	1,028
East Baton Rouge.....	2,413	1,440	Ouachita.....	1,713	740
West Baton Rouge.....	804	311	Orleans.....	13,886	23,771
Bienville.....	.....	.....	Plaquemines.....	1,644	228
Bossier.....	921	702	Point Coupee.....	1,987	538
Caddo.....	1,335	1,198	Rapides.....	1,126	834
Calcasieu.....	40	192	Richland.....	441	736
Caldwell.....	362	483	Red River.....	30	45
Cameron.....	60	77	Sabine.....	30	171
Carroll.....	2,228	194	Saint Bernard.....	603	266
Catahoula.....	743	700	Saint Charles.....	1,275	267
Claiborne.....	779	1,197	Saint Helena.....	534	618
Concordia.....	1,650	173	Saint James.....	1,868	759
De Soto.....	.....	.....	Saint John Baptist.....	1,314	469
East Feliciana.....	1,690	775	Saint Landry.....	2,326	2,252
West Feliciana.....	1,361	479	Saint Martin's.....	705	920
Franklin.....	74	426	Saint Mary's.....	2,166	1,029
Grant.....	.....	.....	Saint Tammany.....	579	551
Iberia.....	923	939	Tangipahoa.....	546	776
Iberville.....	2,042	769	Tensas.....	2,958	43
Jackson.....	1	243	Terre Bonne.....	1,168	849
Jefferson, (right bank).....	814	384	120 Union.....	474	1,107
Jefferson, (left bank).....	645	161	Vermillion.....	224	687
La Fayette.....	531	974	Vernon.....	119	290
La Fourche.....	1,852	1,898	Washington.....	122	442
Lincoln.....	523	582	Webster.....	768	825
Livingston.....	125	665	Winn.....	.....	.....
Total.....				69,750	59,640

UNDER ACT NO. 64, SESSION 1874.

Amendment to article seventeen, relative to day of electing representatives.

Parishes.	For approval.	Against approval.	Parishes.	For approval.	Against approval.
Ascension.....	1,896	757	Madison.....	1,618	408
Assumption.....	1,547	1,371	Morehouse.....	972	612
Avoyelles.....	1,401	1,267	Natchitoches.....	1,524	1,029
East Baton Rouge.....	2,410	1,441	Ouachita.....	1,725	729
West Baton Rouge.....	804	311	Orleans.....	13,825	23,833
Bienville.....	.....	.....	Plaquemines.....	1,644	228
Bossier.....	921	702	Point Coupee.....	1,986	538
Caddo.....	1,334	1,195	Rapides.....	1,426	834
Calcasien.....	108	191	Richland.....	444	734
Caldwell.....	364	434	Red River.....	30	45
Cameron.....	47	69	Sabine.....	30	171
Carroll.....	2,227	194	Saint Bernard.....	603	266
Catahoula.....	737	701	Saint Charles.....	1,276	267
Claiborne.....	784	1,191	Saint Helena.....	534	618
Concordia.....	1,650	173	Saint James.....	1,863	759
De Soto.....	.....	.....	Saint John Baptist.....	1,361	467
East Feliciana.....	1,700	778	Saint Landry.....	2,329	2,259
West Feliciana.....	1,361	479	Saint Martin's.....	705	920
Franklin.....	176	260	Saint Mary's.....	2,166	1,029
Grant.....	.....	.....	Saint Tammany.....	580	552
Iberia.....	928	939	Tangipahoa.....	453	779
Iberville.....	2,050	770	Tensas.....	2,338	42
Jackson.....	1	271	Terre Bonne.....	1,173	870
Jefferson, (right bank).....	970	613	Union.....	475	1,107
Jefferson, (left bank).....	645	161	Vermillion.....	224	687
La Fayette.....	530	974	Vernon.....	341	197
La Fourche.....	1,854	1,737	Washington.....	122	448
Lincoln.....	523	582	Webster.....	770	828
Livingston.....	124	665	Winn.....	.....	.....
Total.....	.....	.....		67,234	59,528

J. MADISON WELLS.
 THOMAS C. ANDERSON.
 LOUIS M. KENNER.
 G. CASANAVE.

A true copy.
 P. G. DESLONDE,
Secretary of State.

STATE OF LOUISIANA, OFFICE OF SECRETARY OF STATE,
New Orleans, La., April 14, 1874.

I certify that the foregoing is a true extract of the original on file in my office.
 [SEAL.] P. G. DESLONDE,
Secretary of State.

EXHIBIT 42.—*Promulgated returns of election in the parishes of Concordia and Carroll.*

OFFICIAL.

Compiled returns of an election held in the parish of Concordia, State of Louisiana, on the second day of November, A. D. 1874, under a writ of election dated the tenth day of September, A. D. 1874, ordering same, and pursuant to the provisions of act No. 98, to regulate the conduct and to maintain the freedom and purity of elections; to prescribe the mode of making returns thereof; to provide for the election of returning-officers, and defining their powers and duties; to prescribe the mode of entering on the rolls of the senate and house of representatives, and to enforce article one hundred and three of the constitution, approved November 20, A. D. 1872, to wit:

H. Rep. 442—9

FOR REPRESENTATIVES.

James Randall	1,885	Anderson Tolliver	319
William Ridgley	1,197	Thomas Reber	756
F. S. Shields	146	Scattering	1

FOR PARISH JUDGE.

J. S. Meng	1,802	William Forbes	152
M. A. Scott	115	Scattering	2

FOR SHERIFF.

Oren Stewart	657	W. H. Hough, jr	751
J. B. Heiserodt	121	Sam. Johnson	448

FOR CORONER.

George Randall	1,677	Scattering	2
J. Franklin	70		

FOR JUSTICES OF THE PEACE.

First ward :		Fifth ward :	
Charles Wade	119	L. Mackell	246
R. H. Butterfield	43	R. H. Columbus	67
122 Second ward :		Perry Whittaker	152
James Foy	90	Sixth ward :	
Polk Smith	50	Dan Wright	67
J. V. L. Scott	52	Aaron Owens	6
Third ward :		Robert Oakman	25
Tom Singleton	93	Seventh ward :	
Morris Brown	49	N. T. Randolph	25
Robert Davis	63	Peter Hooper	134
Robert Johnson	43	Eighth ward :	
Fourth ward :		Isaac Beard	21
Henderson Smith	6	M. Majors	47
Samuel W. Henry	21	Ninth ward :	
John Tatum	321	J. H. Morelaud	15
Elijah Connell	57	Tenth ward :	
Jerry Crutcher	43	L. B. Jackson	13
H. N. Norment	22	Scattering	7

FOR CONSTABLES.

First ward :		C. H. Grimes	4
Peter Weir	156	Sixth ward :	
Second ward :		Boswell Jones	7
Wilson Thornton	74	Joseph Harding	61
John Holmes	110	Seventh ward :	
T. H. Bessac	14	John Webb	28
Third ward :		Joe Williams	62
Hampton King	67	A. Beaman	21
Isaac Crompton	173	E. Beaman	12
Fourth ward :		W. Miles	31
P. Cook	168	Eighth ward :	
Jake Dorsey	213	Orange Miles	39
— Franklin	6	C. J. Montgomery	7
Fifth ward :		Scattering	
Hardy Duncan	379		

FOR POLICE JURORS.

Nathan Lorie	1,326	Handy Walton	47
G. L. Walton	1,600		

123	George Washington.....	1,525	George Randall.....	5
	George Washington, sr.....	379	Albert Gaines.....	28
	James Pullin.....	273	W. P. Bowman.....	46
	Charles Hall.....	1,693	J. Ballard.....	122
	James Hall.....	107	T. Napper.....	52
	James S. Gaynor.....	727	N. S. W. Strauter.....	48
	Polk Smith.....	130	T. E. D. Jefferson.....	8
	George S. Sawyer.....	210	A. Johnson.....	30
	Arthur King.....	127	A. Marshall.....	130
	A. Brown.....	64	E. Grice.....	31
	Anderson Waters.....	73	Thomas Fox.....	33
	J. Jonson.....	26	W. A. Bowman.....	9
	Jackson Carter.....	173	Scattering.....	61
	Sam Keyes.....	32		

We, the undersigned returning-officers, pursuant to authority vested in us by act No. 98, approved November 20, 1872, do hereby certify the foregoing is a true and correct compilation of the statement of votes cast at an election for members of the house of representatives and parochial officers, held on the second day of November, A. D. 1874, under a writ of election promulgated on the tenth day of September, A. D. 1874, ordering same, and we hereby declare that the following-named persons were duly and lawfully elected, to wit:

For representatives—James Randall, William Ridgley.

For parish judge—J. S. Meng.

For sheriff—W. O. Hough, jr.

For coroner—George Randall.

For justices of the peace—Charles Wade, Tom Singleton, John Tatum, L. Mackell, Peter Hooper.

For constables—Peter Weir, John Holmes, J. Crompton, Jake Dorsey, Hardy Duncan.

For police jurors—Nathan Lorie, G. L. Walton, George Washington, Charles Hall, James S. Gaynor.

J. MADISON WELLS.
 THOMAS C. ANDERSON.
 G. CASANAVE.
 LOUIS M. KENNER.
 OSCAR ARROYO.

130 EXHIBIT 25.—Statement of votes at poll No. 5, parish of Concordia.

Statement of votes cast at poll No. 5, of election-precinct No. 5, of the parish of Concordia, for members of Congress, State and parish officers, at the general election November 2, 1874, in accordance with law.

Names of persons voted for.	For office of—	Number of votes.
Frank Morey.....	Congress, fifth dist....	(440,) four hundred and forty.
F. Morey.....	Congress, fifth dist....	(1,) one.
W. B. Spencer.....	Congress, fifth dist....	(36,) thirty-six.
Wm. Spencer.....	Congress, fifth dist....	(1,) one.
A. B. Boner.....	Congress, fifth.....	(3,) three.

Statement of votes—Continued.

Number of ballots in box.	Number of ballots rejected.	Reasons for rejection of ballots.
(498) four hundred and ninety-eight.	None.	

STATE OF LOUISIANA, *Parish of Concordia* :

Personally appeared before me, the undersigned authority, John F. Dameron, R. H. Columbus, and T. E. D. Jefferson, duly appointed and qualified commissioners of election of poll No. 5, election-precinct of the parish of Concordia, for the general 131 election held November 2, 1874, who, being duly sworn, depose and say that they received the ballots cast at the said poll on the day above mentioned, that they have made a true and lawful count of said ballots, and that the foregoing is a true and correct statement of the votes cast at said poll on that day.

Sworn and subscribed to before me this 4th day of November, A. D. 1874.

JNO. A. WASHINGTON,
Supervisor of Registration.

JNO. F. DAMERON,
THOS. E. D. JEFFERSON,
R. H. COLUMBUS,

Commissioners of Election, Poll No. 5, Parish of ———.

OFFICE OF SECRETARY OF STATE,
New Orleans, La., April 5, 1875.

I certify the foregoing to be a true copy of the original document filed in my office by the board of returning-officers of the State of Louisiana, in so far as it relates to Frank Morey, F. Morey, W. B. Spencer, Wm. Spencer, and A. B. Boner.

[SEAL.]

N. DURAND,
Assistant Secretary of State.

EXHIBIT "LAWS"—*Election laws of Louisiana.*

No. 98.] AN ACT to regulate the conduct and to maintain the freedom and purity of elections; to prescribe the mode of making returns thereof; to provide for the election of returning-officers, and defining their powers and duties; to prescribe the mode of entering on the rolls of the senate and house of representatives, and to enforce article one hundred and three of the constitution.

SECTION 1. *Be it enacted by the senate and house of representatives of the State of Louisiana in general assembly convened,* That all elections for State, parish, and judicial officers, members of the general assembly, and for members of Congress, shall be held on the first Monday in November; and said election shall be styled the general elections. They shall be held in the manner and form and subject to the regulations hereinafter prescribed, and no other.

SEC. 2. *Be it further enacted, &c.,* That five persons, to be elected by the senate from all political parties, shall be the returning-officers for all elections in the State, a majority of whom shall constitute a quorum, and have power to make the returns of all elections. In case of any vacancy by death, resignation, or otherwise, by either of the board, then the vacancy shall be filled by the residue of the board of returning-officers. The returning-officers shall, after each election, before entering upon their duties, take and subscribe to the following oath before a judge of the supreme or any district court:

"I, A. B., do solemnly swear (or affirm) that I will faithfully and diligently perform the duties of a returning-officer as prescribed by law; that I will carefully and honestly canvass and compile the statements of the votes, and make a true and correct return of the election. So help me God."

Within ten days after the closing of the election said returning-officers shall meet in New Orleans to canvass and compile the statements of votes made by the commissioners of election, and make returns of the election to the secretary of state. They shall continue in session until such returns have been compiled. The presiding officer shall, at such meeting, open in the presence of the said returning-officers the statements of the commissioners of election, and the said returning-officers shall, from said statements, canvass and compile the returns of the election in duplicate; one copy of such returns they shall file in the office of the secretary of state, and of one copy they shall make public proclamation by printing in the official journal and such other newspapers as they may deem proper, declaring the names of all persons and officers voted for, the number of votes for each person, and the names of the persons who have been duly and lawfully elected. The returns of the elections thus made and promulgated shall be *prima-facie* evidence in all courts of justice and before all civil officers, until set aside after a contest according to law, of the right of any person named therein to hold and exercise the office to which he shall by such return be declared elected. The governor shall, within thirty days thereafter, issue commissions to all officers thus declared elected, who are required by law to be commissioned.

SEC. 3. *Be it further enacted, &c.,* That in such canvass and compilation the returning-officers shall observe the following order: They shall compile first the statements from all polls or voting-places at which there shall have been a fair, free, and peaceable registration and election. Whenever, from any poll or voting-place, there shall be received the statement of any supervisor of registration or commissioner of election, in form as required by

section twenty-six of this act, on affidavit of three or more citizens, of any riot, tumult, acts of violence, intimidation, armed disturbance, bribery, or corrupt influences, which prevented, or tended to prevent, a fair, free, and peaceable vote of all qualified electors entitled to vote at such poll or voting-place, such returning-officers shall not canvass, count, or compile the statement of votes from such poll or voting-place until the statements from all other polls or voting-places shall have been canvassed and compiled. The returning-officers shall then proceed to investigate the statements of riot, tumult, acts of violence, intimidation, armed disturbance, bribery, or corrupt influences at any such poll or voting-place; and if from the evidence of such statement they shall be convinced that such riot, tumult, acts of violence, intimidation, armed disturbance, bribery, or corrupt influences did not materially interfere with the purity and freedom of the election at such poll or voting-place, or did not prevent a sufficient number of qualified voters thereat from registering or voting to materially change the result of the election, then, and not otherwise, said returning-officers shall canvass and compile the vote of such poll or voting-place with those previously canvassed and compiled; but if said returning-officers shall not be fully satisfied thereof, it shall be their duty to examine further testimony in regard thereto, and to this end they shall have power to send for persons and papers. If, after such examination, the said returning-officers shall be convinced that said riot, tumult, acts of violence, intimidation, armed disturbance, bribery, or corrupt influences did materially interfere with the purity and freedom of the election at such poll or voting-place, or did prevent a sufficient number of the qualified electors thereat from registering and voting to materially change the result of the election, then the said returning-officers shall not canvass or compile the statement of the votes of such poll or voting-place, but shall exclude it from their returns: *Provided*, That any person interested in said election by reason of being a candidate for office shall be allowed a hearing before said returning-officers upon making application within the time allowed for the forwarding of the returns of said election.

SEC. 4. *Be it further enacted, &c.*, That elections for representatives in the general assembly shall be held on the first Monday of November, one thousand eight hundred and seventy-two, and every two years thereafter; and all elections to supply the place of senators in the general assembly whose term of service shall have expired shall be held at the same time as herein provided for the election of representatives.

SEC. 5. *Be it further enacted, &c.*, That all elections shall be held in each parish at the several election-polls or voting-places to be established as is hereinafter prescribed.

SEC. 6. *Be it further enacted, &c.*, That all elections shall be completed in one day, and the polls shall be kept open at each poll or voting-place from the hour of six in the morning until six o'clock in the afternoon.

SEC. 7. *Be it further enacted, &c.*, That each parish in the State, except the parishes of Orleans and Jefferson, is hereby fixed, as an election-precinct, and the police-juries shall direct what number of polls or voting-places shall be established in each precinct; shall fix the places of holding the election, and appoint commissioners of election for each poll or voting-place. For the parish of Orleans, each ward of the city of New Orleans shall constitute a precinct; and the city council shall fix the voting-places in each precinct and appoint commissioners to hold the election for each voting-place. For the parish of Jefferson there shall be two precincts, one on each side of the Mississippi River, the precinct on each side embracing that portion of the parish on the same side of the river. The police-jury of each precinct of said parish shall fix the voting-places in their precinct and appoint commissioners to hold the election at each poll or voting-place: *Provided*, That there shall be at least one voting-place in each justice of the peace ward in every parish except the parish of Orleans: *Provided further*, That in the city of Carrollton the voting-places shall be fixed and the commissioners appointed by the city council.

SEC. 8. *Be it further enacted, &c.*, That the election at each poll or voting-place shall be presided over by three commissioners of election, residents of the parish for at least twelve months next preceding the day of election, who shall be selected from different political parties, and be of good standing in the party to which they belong, and who shall, before entering upon the discharge of their duties, take and subscribe the oath prescribed for State officers. Should only one of the commissioners appointed be present at the hour for opening the poll, he shall appoint another, and both together shall appoint a third, and the commissioners so appointed shall take the oath and perform all the duties of commissioners of election in the same manner as if they had been appointed as provided for regular appointment of commissioners by this act. Any one of the commissioners shall be authorized to administer the oath to the other commissioners. The commissioners of election for the several wards in the city of New Orleans shall be appointed by the mayor and administrators of the city of New Orleans.

SEC. 9. *Be it further enacted, &c.*, That it shall be the duty of the commissioners of election to receive the ballots of all legal voters who shall offer to vote, and deposit the same in the ballot-box to be provided for that purpose: the commissioners shall deposit the ballot of each voter in the ballot-box in the full and convenient view of the voter himself.

SEC. 10. *Be it further enacted, &c.*, That in all cases the vote of the person offering to vote shall be taken from the hand of the voter by one of the commissioners of election; and any commissioner of election receiving a vote from the hands of any person other

than the voter shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined not less than one hundred dollars nor more than three hundred dollars; and any person taking a vote from a voter for the purpose of handing the same to the commissioner of election shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined not less than one hundred dollars nor more than three hundred dollars: *Provided*, That any voter shall have the right to deposit his own vote in the ballot-box with his own hand.

SEC. 11. *Be it further enacted, &c.*, That any commissioner of election, constable, police-officer, or election-officer, who shall see any person taking from the hands of a voter his ballot with intent to pass it to the commissioners of election, or attempting so to pass such ballot, shall forthwith arrest such person and convey him at least one-quarter of a mile from the polls, and keep him there under guard until the close of the poll.

SEC. 12. *Be it further enacted, &c.*, That the commissioners of election shall preserve order and decorum at the election, and shall commit to prison, or if at any place over one mile from the parish prison, to the custody of an officer, who shall convey the prisoner to a place at least a quarter of a mile from the polls, any disorderly person or persons for a term not to extend beyond the hour of closing the polls: *Provided*, he be permitted to vote before being imprisoned. It shall be the duty of the commissioners of election, or any of them, to issue a warrant forthwith for the arrest of such person or persons, and the officer making the arrest shall commit such person or persons as above provided until the close of the polls. Such warrants may be directed to any sheriff, constable, or police-officer, and shall be executed immediately by such officer. As soon as practicable after the closing of the polls such person or persons shall be brought before the proper magistrate for examination, who shall proceed forthwith to examine the case.

SEC. 13. *Be it further enacted, &c.*, That it shall be the duty of the commissioners of election at each poll or voting-place to keep a list of the names of the persons voting at such poll or voting-place, which list shall be numbered from one to the end; and said list of voters, with their names and numbers as aforesaid, shall be signed and sworn to as correct by the commissioners immediately on closing the polls, and before leaving the place, and before opening the box. If no judge, or justice of the peace, or other person authorized to administer such oath, be present to do so, it may be administered by any voter. The votes shall be counted by the commissioners at each voting-place immediately after closing the election and without moving the boxes from the place where the votes were received, and the counting must be done in the presence of any bystander or citizen who may be present. Tally-lists shall be kept of the count, and after the count the ballots counted shall be put back into the box and preserved until after the next term of the criminal or district court, as the case may be; and in the parishes, except Orleans, the commissioners of election, or any one of them selected for that purpose, shall carry the box and deliver it to the clerk of the district court, who shall preserve the same as above required; and in the parish of Orleans, the box shall be delivered to the clerk of the first district court for the parish of Orleans, and be kept by him as above directed.

SEC. 14. *Be it further enacted, &c.*, That in case the right of any person to vote is challenged, the commissioner of election shall have power to administer oaths and affirmations to persons offering to vote at any election conducted by them, and to examine such persons under oath touching their right to vote at such elections, and in all cases the commissioners of election shall appoint one of their number to keep a record of the voters during the election, and another to receive the votes; and whenever a vote is received, the commissioner of election keeping the record shall call the name of the voter aloud and shall mark the letter V opposite said name on the record.

SEC. 15. *Be it further enacted, &c.*, That all supervisors of registration, commissioners of election and officers attending supervisors of registration or commissioners of election shall be free from arrest during the time of registration, or of the revision of the registration, or of holding the election, or in going to or returning from the place of registration, or poll, or voting-place, unless he or they shall be charged with an offense punishable with death or imprisonment in the penitentiary.

SEC. 16. *Be it further enacted, &c.*, That all proper expenses incurred for the rent of polling or voting places, and the hire of furniture, and for incidental expenses necessary for holding the election, shall, upon presentation of a detailed account thereof, duly sworn to by the officer directed to procure the same, be paid by the authorities of the city of New Orleans, or of the parish, as the case may be, in which the elections are held.

SEC. 17. *Be it further enacted, &c.*, That no person shall be permitted to vote at any election to be held in this State who has not been duly registered as a qualified voter in accordance with law.

SEC. 18. *Be it further enacted, &c.*, That any voter shall vote in the parish wherein he resides, except in the parishes of Orleans and Jefferson, wherein he shall vote at the election-precinct in which he shall be a registered voter.

134 SEC. 19. *Be it further enacted, &c.*, That all names of persons voted for by each voter shall be written or printed on one ticket, on which the names of the persons voted for, together with the office for which they are voted for, shall be accurately specified; and should two or more tickets be folded together, the tickets so folded shall be rejected: *Provided*, That no person shall be allowed to vote for ward or municipal officers except in

the ward or municipality in which he resides. The commissioners of election shall require every person offering to vote to exhibit his certificate of registration, and when the vote of such person is received the commissioners of election shall write on or stamp on such certificate or affidavit the word "voted," and the date of the vote, which shall be signed by one of the commissioners; and any person being guilty of erasing or altering any stamp or mark thus made by the commissioners of election, or any one of them, shall, upon conviction, be deemed guilty of a misdemeanor, and be fined and imprisoned at the discretion of the court.

SEC. 20. *Be it further enacted, &c.,* That the commissioners shall have the right to require that any person attempting to vote shall be put on his oath and made to declare whether he has voted at another poll or voting-place; and in case such person shall make a false oath he shall be subjected to the penalties provided by law for perjury; and it is hereby made the duty of any commissioner of election, upon the request of any voter, to administer the oath herein required, and any commissioner of election refusing or neglecting to administer the oath when so required shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by a fine of not less than one hundred dollars, and by imprisonment for a term of not less than three months.

SEC. 21. *Be it further enacted, &c.,* That any person offering to vote may be required by the commissioners to make oath and declare that he is the person to whom was issued the registration-certificate or any other paper upon which he offers to vote, and that he has not voted at any other poll or voting-place; and in case he shall make a false oath, he shall be liable to the pains and penalties of perjury prescribed by law.

SEC. 22. *Be it further enacted, &c.,* That the supervisor of registration for each parish throughout the State shall furnish to the commissioners of election at each poll or voting-place within his parish a correct and duly certified list, written or printed, in alphabetical order, of all the registered voters, and the number of the certificate of registration of each voter of the precinct in which the poll or voting-place may be situated, and it shall be the duty of the commissioners of election, as soon as the voter has deposited his vote, to erase his name from said list. Any person, except the commissioners of election, who shall mark, disfigure, or erase any part of said list, shall be immediately arrested and confined until the close of the polls. It is made the duty of all supervisors of registration, commissioners of election, and public officers to enforce the penalty of this section.

SEC. 23. *Be it further enacted, &c.,* That the sheriff of each parish shall furnish to the commissioners of election at each poll or voting-place within his parish a box sufficient to contain the votes to be given at such place. Such boxes shall be so bound with iron bands that the same cannot be opened, except by the locks, without breaking such bands, and such boxes shall each be furnished with a good lock and key. The expenses for such boxes, on the presentation by the sheriff of a specific account, sworn by him to be correct, shall be paid by the city or parish, as the case may be.

SEC. 24. *Be it further enacted, &c.,* That all elections held in this State to fill any vacancies, shall be conducted and managed and returns thereof shall be made in the same manner as is provided for general elections.

SEC. 25. *Be it further enacted, &c.,* That it shall be the duty of the governor to commission all officers elect, except members of the general assembly, the governor, and the members of the police jury.

SEC. 26. *Be it further enacted, &c.,* That in any parish, precinct, ward, city, or town, in which during the time of registration or revision of registration, or on any day of election, there shall be any riot, tumults, acts of violence, intimidation, and disturbance, bribery, or corrupt influences, at any place within said parish, or at or near any poll or voting-place, or place of registration, or revision of registration, which riot, tumult, acts of violence intimidation and disturbance, bribery, or corrupt influences shall prevent, or tend to prevent, a fair, free, peaceable, and full vote of all the qualified electors of said parish, precinct, ward, city, or town, it shall be the duty of the commissioners of election, if such riot, tumult, acts of violence, intimidation and disturbance, bribery, or corrupt influences occur on the day of election, or of the supervision of registration of the parish, if they occur during the time of registration or revision of registration, to make in duplicate and under oath a clear and full statement of all the facts relating thereto, and of the effect produced by such riot, tumult, acts of violence, intimidation, and disturbance, bribery, or corrupt influences in preventing a fair, free, peaceable, and full registration or election, and of the number of qualified electors deterred by such riots, tumult, acts of violence, intimidation, and disturbance, bribery, or corrupt influences from registering or voting, which statement shall also be corroborated under oath by three respectable citizens, qualified electors of the parish. When such statement

is made by a commissioner of election or a supervisor of registration, he shall forward it

135 in duplicate to the supervisor of registration of the parish; if in the city of New Orleans, to the secretary of state, one copy of which, if made to the supervisor of registration, shall be forwarded by him to the returning-officers provided for in section two of this act, when he makes the returns of election in his parish. His copy of said statement shall be so annexed to his returns of elections by paste, wax, or some adhesive substance, that the same can be kept together, and the other copy the supervisor of registration shall deliver to the clerk of the court of his parish for the use of the district attorney.

SEC. 27. *Be it further enacted, &c.*, That as soon as possible after the expiration of the time of the making of the returns of the election for Representatives in Congress, a certificate of the returns of the election for such Representatives shall be entered on record by the secretary of state, and signed by the governor, and a copy thereof subscribed by said officers shall be delivered to the person so elected, and another copy transmitted to the House of Representatives of the Congress of the United States, directed to the clerk thereof.

SEC. 28. *Be it further enacted, &c.*, That in case of vacancy by death or otherwise in the said office of Representatives in Congress between the general elections, it shall be the duty of the governor by proclamation to cause an election to be held according to law to fill the vacancy.

SEC. 29. *Be it further enacted, &c.*, That in every year in which an election shall be held for electors of President and Vice-President of the United States, such election shall be held at the time fixed by act of Congress.

SEC. 30. *Be it further enacted, &c.*, That whenever the seat of any senator or representative shall become vacant, and there shall be a session of the general assembly then sitting, or to be held before the next general election, it shall be the duty of the governor, within five days after such vacancy has come to his knowledge in any credible shape, to issue his writ of election, directed to the supervisor or supervisors of registration in and for the parish or parishes in which such vacancy may exist, whose duty it shall be, within three days after its receipt, to give public notice that an election will be held to fill such vacancy on a day to be named by them, which day shall not be less than eight nor more than fifteen days after the publication of such notice, if such election be held during or within fifteen days next preceding a session of the general assembly; but if not, then the election shall be held not less than twenty nor more than thirty days after the publication of such notice, and shall be held and conducted and the returns thereof made in the manner and form provided by law for general elections.

SEC. 31. *Be it further enacted, &c.*, That in all future elections for senators, representatives, sheriffs, coroners, clerks of the district courts, and other officers, if there should be an equal number of votes given for two or more candidates for the same office, the election for such office or offices thus not filled shall be again returned to the people in the parish or district, as the case may be, public notice of ten days to be first given in the same manner as in the general elections.

SEC. 32. *Be it further enacted, &c.*, That the provisions of this act, except as to the time of holding elections, shall apply to the election of all officers whose election is not otherwise provided for.

SEC. 33. *Be it further enacted, &c.*, That it shall be the duty of the governor, at least six weeks before any general election, to issue his proclamation, giving notice thereof, which shall be published in the official journal of the State, and copies thereof forwarded to the several supervisors of registration throughout the State.

SEC. 34. *Be it further enacted, &c.*, That notice of every general election held under the provisions of this act shall be given at least thirty days before the election by notices posted up in each precinct; or, if there be an official newspaper published in the parish, by publishing the notice in such paper.

SEC. 35. *Be it further enacted, &c.* That the supervisors of registration or commissioners of election shall, on the day of election, close all drinking-saloons, dram-shops, grogeries, or places where liquor is sold by the glass or bottle, situated in a radius of two miles of any poll or voting-place, and said supervisors of registration or commissioners of election shall have the power to call on any sheriff, constable, or police-officer to enforce this regulation. If such sheriff, constable, or police-officer shall refuse to obey any order issued under the authority of this section, the supervisor of registration giving the order shall summarily arrest and imprison such sheriff, constable, or police-officer, such imprisonment not to extend beyond the hour of closing the polls. And such sheriff, constable, or police-officer so refusing to obey such order shall be deemed guilty of a misdemeanor in office, and upon conviction thereof shall be punished by imprisonment for a term not to exceed six months, nor less than three months, and by a fine of not more than five hundred dollars nor less than one hundred dollars.

SEC. 36. *Be it further enacted, &c.*, That the governor, any justice of the peace, alderman, mayor, judge, or any State officer who may be present at or have knowledge of any drinking-saloon, dram-shop, groggery, or place where liquor is sold by the glass or bottle, which is open contrary to the provisions of the foregoing section within the limits therein prescribed, may, in writing, order any police-officer or constable to seize any such liquors, or any carriages or vessels containing the same, or any booths or tents erected within said limits for the purpose of exposing such intoxicating liquors for sale.

SEC. 37. *Be it further enacted, &c.*, That the constable or police-officer to whom such orders shall be delivered shall thereupon seize all such liquor, carriages, vessels, and materials of any such tent or booth, and hold and detain the same until twenty-four hours after the close of the election; then to be delivered on demand to the owner or the person from whom they were taken, on the payment of ten dollars for the safe-keeping of said articles.

SEC. 38. *Be it further enacted, &c.*, That if these effects be not thus demanded, the same shall be sold at public auction by the police-officer or constable making the seizure; and the

proceeds of such sale, after deducting the costs of sale and safe-keeping, shall be paid to the owner of the articles sold, or the person from whom the same were taken.

SEC. 39. *Be it further enacted, &c.,* That no voter whose name is registered according to law shall be challenged at the polls on any question of residence, but it shall be the duty of the commissioners of election to require every person whose name appears on the registration-books to prove his identity, if required, by the commissioners of election; and any commissioner of election who shall receive a second vote on the same day, by virtue of the same certificate of registration, and any person who shall offer to vote a second time upon any certificate of registration, shall be deemed guilty of a misdemeanor, and on conviction thereof be fined or imprisoned, or both, at the discretion of the court, but the fine shall not exceed one hundred dollars in each case, nor the imprisonment one year, and the like punishment shall, on conviction, be inflicted on any commissioner of election who shall neglect or refuse to make the indorsement required as aforesaid in the said registration-certificate.

SEC. 40. *Be it further enacted, &c.,* That if any clerk of a court, or deputy of any such court, or any other person, shall affix the seal of office to any naturalization-paper, or permit the same to be affixed, or give out, or cause or permit the same to be given out in blank, whereby it may be fraudulently used, or furnish a naturalization-certificate to any person who shall not have been duly examined and sworn in open court in the presence of some of the judges thereof according to the act of Congress, or shall aid in, connive at, or in any way permit the issue of fraudulent naturalization-certificates, he shall be deemed guilty of a misdemeanor; or if any one shall fraudulently use any such certificate of naturalization, knowing it to have been fraudulently issued, or shall vote or attempt to vote thereon, or if any one shall vote or attempt to vote on any certificate of naturalization not issued to him, he shall be guilty of a misdemeanor, and either or any of the persons, their aiders or abettors, guilty of either of the misdemeanors aforesaid, shall, on conviction, be fined in a sum not exceeding one thousand dollars, and imprisoned in the penitentiary for a period not exceeding three days.

SEC. 41. *Be it further enacted, &c.,* That if any person, on oath or affirmation, in or before any court in the State, or officer authorized to administer oaths, shall, to procure a certificate of naturalization for himself or any other person, willfully depose, declare, or affirm any matter to be fact, knowing the same to be false, or shall, in like manner, deny any matter to be fact, knowing the same to be true, he shall be deemed guilty of perjury; and any certificate of naturalization issued in pursuance of such deposition or affirmation shall be null and void; and it shall be the duty of the court issuing the same, upon proof being made before it that it was fraudulently obtained, to take immediate measures for recalling the same for cancellation; and any person who shall vote or attempt to vote on any paper so obtained, or who shall in any way aid in, connive at, or have any agency whatever in the issue, circulation, or use of any fraudulent naturalization-certificate shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall undergo an imprisonment in the penitentiary for not more than two years, and pay a fine of not more than one thousand dollars for every such offense, or either or both, at the discretion of the court.

SEC. 42. *Be it further enacted, &c.,* That at all general elections the names of all candidates to be voted for in the city of New Orleans shall be written or printed on one ticket or slip of paper, and the number of the ward and election-precinct in which the ticket is to be voted for shall be printed or written on the outside fold thereof.

SEC. 43. *Be it further enacted, &c.,* That immediately upon the close of the polls on the day of election, the commissioners of the election at each poll or voting-place shall proceed to count the votes, as provided in section thirteen of this act, and after they shall have so counted the votes and made a list of the names of all the persons voted for, and the offices for which they were voted for, and the number of votes received by each, the number of ballots contained in the box, and the number rejected, and the reasons therefor, duplicates of such lists shall be made out, signed, and sworn to by the commissioners of election of each poll, and such duplicate lists shall be delivered, one to the supervisor of registration of the parish, and one to the clerk of the district court of the parish, and in the parish of Orleans to the secretary of state, by one or all of such commissioners in person, within twenty-four hours after the closing of the polls. It shall be the duty of the supervisors of registration, within twenty-four hours after the receipt of all the returns for the different polling-places, to consolidate such returns to be certified as correct by the clerk of the district court, and forward the consolidated returns with the originals received by him to the returning-officers provided for in section two of this act, the said report and returns to be inclosed in an envelope of strong paper or cloth, securely sealed, and forwarded by mail. He shall forward a copy of any statement as to violence or disturbance, bribery or corruption, or other offenses specified in section twenty-six of this act, if any there be, together with all memoranda and tally-lists used in making the count and statement of the votes.

SEC. 44. *Be it further enacted, &c.,* That it shall be the duty of the secretary of state to transmit to the clerk of the house of representatives and the secretary of the senate of the last general assembly a list of the names of such persons as, according to the returns, shall have been elected to either branch of the general assembly; and it shall be the duty of the said clerk and secretary to place the names of the representatives and senators elect so furnished upon the roll of the house and of the senate, respectively; and those representa-

tives and senators whose names are so placed by the clerk and secretary, respectively, in accordance with the foregoing provisions, and none other, shall be competent to organize the house of representatives or senate. Nothing in this act shall be construed to conflict with article 34 of the constitution of the State.

SEC. 45. *Be it further enacted, &c.*, That any civil officer or other person who shall assume or pretend to act in any capacity as a commissioner or other officer of election to receive or count votes, to receive returns or ballot-boxes, or to do any other act toward the holding or conducting elections, or the making returns thereof, in violation of or contrary to the provisions of this act, shall be deemed guilty of a felony, and, upon conviction thereof, shall be punished by imprisonment in the penitentiary for a term not to exceed three years nor less than one year, and by a fine not exceeding three hundred dollars nor less than one hundred dollars.

SEC. 46. *Be it further enacted, &c.*, That any person or persons who shall obstruct, hinder, or by violence or threats of violence, abusive language or other species of intimidation, interfere with a supervisor or commissioner of election, or with any person or persons duly appointed to execute orders of the supervisor of registration or commissioners of election in the discharge of their duties, shall be deemed guilty of a misdemeanor, and, on conviction thereof, shall be punished by a fine not exceeding three hundred dollars, nor less than one hundred dollars, and by imprisonment for a period not exceeding three months nor less than one month.

SEC. 47. *Be it further enacted, &c.*, That any person or persons who shall counsel, aid, connive at, abet, encourage, or participate in any riots, tumults, acts of violence, intimidation, or armed disturbance, at or near the office of any supervisor of registration, on any day of registration or revision of registration, or at or near any poll or voting-place on any day of election, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding five hundred dollars nor less than one hundred dollars, and by imprisonment in the penitentiary for a period not exceeding two years nor less than six months.

SEC. 48. *Be it further enacted, &c.*, That any person who shall register, or cause to be registered, his name, or that of any other person, as a legal voter, in violation of law, or vote, or induce or cause another to vote, in violation of the laws, or of the constitutional provisions in such cases made and provided, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by a fine of not more than five hundred dollars nor less than one hundred dollars, and by imprisonment in the penitentiary for a period of not less than one year nor more than three years.

SEC. 49. *Be it further enacted, &c.*, That any person or persons who shall purchase or cause to be purchased the registration-papers, or certificate of registration, of any person duly registered according to law, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by a fine not exceeding five hundred dollars nor less than one hundred dollars, and by imprisonment in the penitentiary for a term of not less than one year nor more than three years.

SEC. 50. *Be it further enacted, &c.*, That any person who shall vote, or attempt to vote, on any false or fraudulent paper or certificate of registration, or upon any paper or certificate of registration issued to a person other than the one voting or attempting to vote on said paper or certificate of registration, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by a fine not exceeding five hundred dollars nor less than one hundred dollars, and by imprisonment in the penitentiary for a term not less than one year nor more than three years.

SEC. 51. *Be it further enacted, &c.*, That any person who shall induce, by offer of reward, by threats of violence, or otherwise, any person to vote, or attempt to vote, on any false or fraudulent paper or certificate of registration, or upon any papers or certificate of registration belonging to a person other than the one voting or attempting to vote on said paper or certificate of registration, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by a fine not exceeding five hundred dollars nor less than one hundred dollars, and by imprisonment in the penitentiary for a period not exceeding three years nor less than one year.

SEC. 52. *Be it further enacted, &c.*, That any person who shall vote or attempt to vote more than once at the same election shall be deemed guilty of a felony, and, upon conviction thereof, shall be punished by a fine of not less than one hundred dollars, and by imprisonment in the penitentiary for a term of not less than three years.

SEC. 53. *Be it further enacted, &c.*, That it shall be the duty of any commissioner of election to forthwith arrest any person who shall vote, or attempt to vote, more than once, and commit him to the parish-prison, and to immediately file an information against such person with the district attorney, or the district attorney *pro tempore*, whose duty it shall be to prosecute such person before the proper court: and upon his failure to do so, the attorney-general shall appoint some attorney to prosecute such person, and also to prosecute such district attorney, or district attorney *pro tempore*, for such failure. Any supervisor of registration, commissioner of election, district attorney, or district attorney *pro tempore*, who shall refuse, neglect, or fail to comply with the provisions of this section of this act, shall be deemed guilty of a misdemeanor in office, and, upon conviction thereof, shall be removed from office and punished by a fine of not less than one hundred dollars, and imprisoned for not less than three nor more than six months.

SEC. 54. *Be it further enacted, &c.,* That any person who shall by threats of discharge from employment, of withholding wages, or proscription in business, influence, or attempt to influence, any voter in the casting of his vote at any election, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be punished by a fine of not less than five hundred dollars, which shall go to the school-fund of the parish, and be imprisoned in the parish-prison for not less than three months.

SEC. 55. *Be it further enacted, &c.,* That any person who shall discharge from his employment any laborer, employé, tenant, or mechanic, who shall have been working for such person under contract, written or oral, for a specified time, before such time shall have expired, or who shall withhold from any laborer, employé, tenant, or mechanic any part of the wages due to such laborer, employé, tenant, or mechanic on account of any vote which such laborer, employé, tenant, or mechanic has given or proposes to give, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be punished by a fine of not less than five hundred dollars—one-half of which shall go to the school-fund of the parish in which the offense was committed—and by imprisonment in the parish-prison for not less than three months.

SEC. 56. *Be it further enacted, &c.,* That any person who shall molest, disturb, interfere with, or threaten with violence, any commissioner of election, or person in charge of the ballot-boxes, while in charge of the same, shall be deemed guilty of a felony, and, upon conviction thereof, shall be punished by a fine of not less than five hundred dollars, or by imprisonment in the penitentiary not less than one year, or both, at the discretion of the court.

SEC. 57. *Be it further enacted, &c.,* That any person, not authorized by this law to receive or count the ballots at any election, who shall, during or after any election, and before the votes have been counted, disturb, displace, conceal, destroy, handle, or touch any ballot after the same has been received from the voter by a commissioner of election, shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof, be punished by a fine of not less than one hundred dollars, or by imprisonment for not less than six months, or both, at the discretion of the court.

SEC. 58. *Be it further enacted, &c.,* That any person not authorized by this law to take charge of the ballot-boxes at the close of the election, who shall take, receive, conceal, displace, or in any manner handle or disturb any ballot-box at any time between the hour of the closing of the polls and the transmission of the ballot-box to the clerk of the district court, or during such transmission, or at any time prior to the counting of the votes, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by a fine of not less than five hundred dollars, or by imprisonment in the penitentiary for not less than one year, or both, at the discretion of the court.

SEC. 59. *Be it further enacted, &c.,* That it shall be unlawful for any person to carry any gun, pistol, bowie-knife, or any other dangerous weapon, concealed or unconcealed, on any day of election during the hours the polls are open, or any day of registration or revision of registration, within a distance of one-half mile of any place of registration or revision of registration, or election-poll. Any person violating the provisions of this section shall be deemed guilty of a misdemeanor, and, on conviction, shall be punished by a fine of not less than one hundred dollars and by imprisonment in the parish-jail for not less than one month: *Provided,* That the provisions of this section shall not apply to any commissioner or officer of the election, or supervisor of registration, police-officer, or other person authorized to preserve the peace on days of registration or election.

SEC. 60. *Be it further enacted, &c.,* That no person shall give, sell, barter any spirituous or intoxicating liquors to any person on the day of election, and any person found
139 guilty of violating the provisions of this section shall be fined in a sum of not less than one hundred dollars nor more than three hundred dollars, which shall go to the school-fund.

SEC. 61. *Be it further enacted, &c.,* That whoever, knowing that he is not a qualified voter, shall vote or attempt to vote at any election, shall be fined in a sum not to exceed one hundred dollars, to be recovered by prosecution before any court of competent jurisdiction.

SEC. 62. *Be it further enacted, &c.,* That whoever shall knowingly give or vote two or more ballots voted as one at any election, shall be fined in a sum not to exceed one hundred dollars, to be recovered by prosecution before any court of competent jurisdiction.

SEC. 63. *Be it further enacted, &c.,* That whoever, by bribery or by promise to give employment or higher wages to any person, attempts to influence any voter at any election, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be punished by a fine of not less than one hundred dollars, and by imprisonment in the parish-prison for not less than three months.

SEC. 64. *Be it further enacted, &c.,* That whoever willfully aids or abets any one not legally qualified to vote at any election shall be fined in a sum of not less than fifty dollars, to be recovered by prosecution before any court of competent jurisdiction.

SEC. 65. *Be it further enacted, &c.,* That whoever is disorderly at any poll or voting-place during the election shall be fined in a sum not less than twenty dollars, to be recovered by prosecution before any court of competent jurisdiction.

SEC. 66. *Be it further enacted, &c.,* That whoever shall molest, interrupt, or disturb any

meeting of citizens assembled to transact or discuss political matters, shall be fined in a sum not less than fifty dollars, to be recovered by prosecution before any court of competent jurisdiction; any sheriff, constable, or police-officer present at the violation of this section shall forthwith arrest the offender or offenders, and convey him or them as soon as practicable before the proper court.

SEC. 67. *Be it further enacted, &c.*, That the court imposing any fine as directed in sections fifty-nine, sixty, sixty-one, sixty-two, sixty-three, sixty-four, and sixty-five of this act, shall commit the person so fined to the parish-prison until the fine is paid: *Provided*, That said imprisonment shall not exceed six months.

SEC. 68. *Be it further enacted, &c.*, That in cases where any oath or affirmation shall be administered by any supervisor of registration or commissioner of election in the performance of his duty as prescribed by law, any person swearing or affirming falsely in the premises shall be deemed guilty of perjury, and subjected to the penalties provided by law for perjury.

SEC. 69. *Be it further enacted, &c.*, That the violation of any provision of the act or section of the act repealed by this act shall not be considered as exempting the persons so offending from prosecution and punishment according to the provisions of said act.

SEC. 70. *Be it further enacted, &c.*, That any person duly appointed commissioner, of election, and duly notified by the police-jury of such appointment, who shall fail to attend the election and perform the duties of commissioner as herein provided, except in case of sickness, shall forfeit the sum of one hundred dollars to the parish, to be recovered before any court of competent jurisdiction at the suit of the parish, to be prosecuted by the district attorney or district attorney *pro tempore*, who are hereby directed to proceed to collect such fine when it shall be brought to their knowledge.

SEC. 71. *Be it further enacted, &c.*, That this act shall take effect from and after its passage, and that all others on the subject of election laws be, and the same are hereby, repealed:

(Signed)

O. H. BREWSTER,
Speaker of the House of Representatives.

(Signed)

P. B. S. PINCHBACK,
Lieutenant-Governor and President of the Senate.

Approved November 20, 1872.

(Signed)

H. C. WARMOTH,
Governor of the State of Louisiana.

A true copy:

Y. A. WOODWARD,
Assistant Secretary of State.

No. 127.] AN ACT to repeal act No 19 of 1873, entitled "An act to amend sections seven, eight, and seventy of an act entitled 'An act to regulate the conduct and maintain the freedom and purity of elections,'" &c., which became a law February 4, 1873, and to revive, amend, and re-enact sections seven and eight of act No. 98 of 1872, entitled "An act to regulate the conduct and maintain the freedom and purity of elections," &c., approved November 20, 1872.

SECTION 1. *Be it enacted by the senate and house of representatives of the State of Louisiana in general assembly convened*, That act No. 19 of 1873, entitled "An act to amend and re-enact sections seven, eight, and seventy of an act entitled 'An act to regulate the conduct and maintain the freedom and purity of elections,'" &c., be, and the same is hereby, repealed.

SEC. 2. *Be it further enacted, &c.*, That section seven of act No. 98 of 1872, aforesaid, be, and the same is hereby, revived, amended, and re-enacted so as to read as follows: That each parish in the State, except the parish of Orleans, is hereby fixed as an election-precinct, and the police-juries shall direct what number of polls or voting-places shall be established in each precinct; shall fix the places of holding the election, and appoint commissioners of election for each poll or voting-place. For the parish of Orleans, each ward of the city of New Orleans shall constitute a precinct, and the assistant supervisors of each ward shall fix the voting-places in each precinct and appoint commissioners to hold the election for each voting-place.

SEC. 4. *Be it further enacted, &c.*, That section eight of act No. 98 of 1872, aforesaid, be revived, amended, and re-enacted so as to read as follows: That the election at each poll or voting-place shall be presided over by three commissioners of election, residents of the parish for at least twelve months next preceding the day of election, who shall be selected from different political parties, and be of good standing in the party to which they belong, and who shall, before entering upon the discharge of their duties, take and subscribe the oath prescribed for State officers; should only one of the commissioners appointed be present at the hour for opening the polls, he shall appoint another, and both together shall appoint a third, and the commissioners so appointed shall take the oath and perform all the duties of commissioners of election in the same manner as if they had been appointed as provided for

OFFICE OF CLERK OF COURT, PARISH OF CARROLL,
Providence, La., May 4, 1875.

I certify that the foregoing is a correct transcript of so much of the original on file in my office as relates to the votes cast for State treasurer and for member of Congress.

Given under my official signature and seal of office this 4th day of May, A. D. 1875.
 T. J. GALBRAITH,
Deputy Clerk.

Supreme court of the State of Louisiana.

CLERK'S OFFICE, NEW ORLEANS,
May 17th, 1875.

NICHOLAS BURTON ET ALS. }
vs. } No. 5521. Appeal from the 13th district court, parish of Carroll.
 CHARLES HICKS ET ALS. }

Mr. Chief-Justice Ludeling delivered the opinion and decree of the court in the words and figures following, to wit:

A motion to dismiss this appeal has been made, on the ground that the certificate to the transcript is signed by the deputy clerk.

The motion was refused for the following reasons:

1st. Because the motion was not filed within three judicial days after the return day, (17th An., 21; 18 An., 191; 19 An., 276; 20 An., 30; 21 An., 329; 11 An., 545; 7 N. S., 271.)

2d. Because a defect in a certificate would be no cause to dismiss an appeal, the fault being attributable to the officer whose duty it is to make the certificate. (Revised Statutes, *see* 36.)

3d. Because a deputy clerk is an officer known to the law and he is authorized to sign certificates. (C. P., 782; 3 An., 247, *Downs vs. Parkington*; 15 La., 33; *Bank of La. vs. Watson*.)

ON THE MERITS.

Seven persons who were candidates on the same ticket for different offices, to wit, Nicholas Burton, for sheriff; M. Dubose, for parish judge; David King, C. E. Shearer, Jackson Snelling, Henry Price, and John Hallway, for police-jury, instituted this suit against the persons who were candidates for said offices on the other ticket, at the election in Carroll Parish, in November last.

They alleged that the election was null and void, "because of the various irregularities and illegalities, in the appointment of commissioners to hold the election, in the manner of holding it, and frauds committed by the commissioners at the various polling-precincts, and the acts of other persons, interested in the election, in violation of the statutes of the State and of the United States, known as the enforcement act, as follows," to wit: That the commissioners were not selected from the different political parties, nor were they of good standing; that said commissioners did not take the oath prescribed by law, nor did they examine the ballot-boxes before commencing to receive votes.

That the election in ward No. One was not held at the proper place; that the election in said ward was held in a small room away from the public view of the voters; and a large number of the ballots or votes cast in said ward were not placed in the box in view of the voters, nor taken from their hands by the commissioner receiving the ballots.

That the commissioner, Jackson, who received the ballots, was seen to change several ballots placed in his hands, and deposit in the box tickets other than those handed him by the voters.

That Cain Sartain, a candidate, cast several different ballots at said election at said precinct. That the tally-sheets of the votes cast at said election were not closed and signed by six o'clock the day following the election. That the same were changed after six o'clock on said day and made differently from what they were first made up after the election. *That neither the tally-sheets nor ballot-box containing the ballots cast at said precinct have been deposited in the office of the clerk of the district court, although Daniel Jackson, one of the commissioners, is himself clerk of said court.* They further charge irregularities and fraud at the other precincts of the parish, and pray that the election be declared null and void.

154 And they further pray that, should the court decide that the election held at wards four and five was valid, notwithstanding the irregularities of frauds complained of, and that the election was null and void at all the other precincts, that in that event they be declared elected to the various offices for which they were candidates.

The defendants severally filed exceptions, stating that there was an improper joinder of plaintiffs and defendants; that several different plaintiffs were claiming different things from

different defendants in the same suit. Moss further plead that the court was without jurisdiction *ratione materiae* to entertain the suit as to his office, that of parish judge, and the candidates for police-jury severally pleaded to this jurisdiction of the court, because the emoluments of the office did not exceed five hundred dollars.

These exceptions were overruled. On the trial, the defendants severally claimed the right to challenge ten jurors, under the act of 1855. This was denied them, and they took a bill of exceptions to the ruling.

If it was ever contemplated that several plaintiffs, claiming different offices, could unite to bring one suit against several defendants, it is manifest from the unambiguous language of the law in regard to contested elections, that each defendant would have the right, which was claimed and refused in the district court. Section 1429 of the Revised Statutes, treating of the trial of contested-election cases, declares that "in impaneling the jury *each party shall be entitled to ten peremptory challenges.*"

Another bill of exceptions was taken to the ruling of the judge *a quo* refusing to permit the defendants to prove by parol what the actual votes were which were cast at every precinct for each candidate. The circumstances under which the defendants offered the parol proof were as follows: After the trial had commenced, a rule was taken on the clerk of the court to produce the ball t-boxes and tally-sheets, which section 13 of the act of 1873 directs shall be delivered to the clerk. The clerk answered that they were not in his possession, but in the possession of R. K. Anderson, his deputy. A rule was then taken against Anderson, but the coroner's returns show that he could not be found in the parish, and that he had gone to New Orleans. Thereupon the plaintiffs applied for a continuance. In their application for a continuance, they swore that they expected to prove by the production of said ballot-boxes that the ballots and returns had been so tampered with that no election can be declared in said parish. They subsequently made another affidavit, in which they state that they expect to prove "by the ballot-boxes and returns * * * were not made out and sworn to as the law requires, and they will not show the same result as the ballots in the boxes."

To avoid a continuance, the defendants admitted that "the returns made out for the last election in the parish were not made out and sworn to as the law requires, and the ballots in the boxes in ward No. One will not show the same results as the returns."

It seems to us that if the statements in the affidavits be true, that the ballots and returns in the ballot-boxes called for have been tampered with so as to render them unreliable as evidence, that the result of the election, as ascertained and announced by the commissioners of election at each precinct, might have been proved by the next best evidence in existence.

The defendants are not charged with the irregularities or fraud complained of in conducting the election; nor are they charged with having said boxes, nor with tampering with them. Under the circumstances there are no presumptions against the defendants, and they had the same right that plaintiffs had to introduce the best evidence which the nature of the case admitted of. But we do not perceive that the refusal of the judge injured the defendants, as the onus of proving that the election was null and void, or that they were elected, was upon the plaintiffs, and they have introduced no evidence to establish fraud, illegality, or irregularity at the election, except as to wards No. One and ward No. Two, besides the admissions of defendants made as above stated. But they do not allege or attempt to prove that if the entire vote of wards Two and One were thrown out they would be elected. They only claim that this result would be attained if all the wards in the parish except wards No. Four and Five, were rejected, thereby admitting that they were not elected.

As already stated, the only evidence offered by the plaintiff was the admissions aforesaid, and the testimony of witnesses as to what occurred in relation to the election at wards Nos. One and Two.

The only witness offered by plaintiff who testified in regard No. 2 is F. F. Montgomery. He says:

"I was at the voting-precinct of ward No. 2 of this parish on the 2d of November last. The tally-list was closed and signed Tuesday night following the election, between eight and ten o'clock. I was a commissioner of election at said precinct. All the tally-sheets and ballots were locked up in the box after counting of the votes. The tally-sheets were not signed that night. I did not sign the tally-sheets at all." On cross-examination he said: "The reason I did not sign the tally-sheets that night was because the commissioners did not think the law compelled them to do so. It was not on account of any unfairness or irregularity in the election at said polling precinct at the time of closing the polls that I did not sign them. The tally-list was correct at the time it was made out. We completed the list some time Tuesday night following 155 the election, between ten and eleven o'clock. I won't be positive about the time, but it was after dark. The election, the counting of the ballots, and the making out of the tally-lists at said precinct, was fair while I was present. There was no frauds or irregularities in the voting or counting of votes and making of tally-sheets at said precinct, so far as I know. If there had been any, I would have been apt to have known it, for I watched very closely." When recalled he stated: "The commissioners did not, while I was with them, make out a list of all the persons voted for, the offices for which they were voted for, the number of votes received by each, and sign and swear to the same. I never did sign such a list. I don't know that the box containing the ballots and tally-lists was deposited with the clerk of the district court. We counted the votes and made a record of what each man received, and put

down the names of each candidate, and the offices for which they were voted, and the number of votes each man received. There were three such tally-lists as above described made out by the commissioners. On closing the polls each commissioner swore to the number of votes polled. They did not swear to the returns above described in my presence." It is manifest that no court could hold that the election at that precinct was illegal, null, and void!

In regard to what occurred at ward No. One, the facts, as disclosed by the evidence, appear to be that the commissioners of elections opened the polls at the door of a small house; that a rail, which was placed across the door to keep the voters from pressing against the table upon which the ballot box stood, was broken by the pressure of the crowd, and the commissioners found it necessary to receive the ballots at a window of the same house. This window was between five and a half and seven feet high. Rhodes, a witness, swears the exact height to be five feet nine inches; that when the voter stood at the window he could not see the ballot-box, but he could see the commissioners, and the box was in full view of those who stood a short distance from the window.

It appears the officers of election, and some of the candidates on both sides, were inside the house, near the ballot-box. It further appears that those who desired to handed their ballots, with their registration-papers, to the commissioner, who received them, and that the ballots were deposited in the ballot-box. It appears further that a large number of persons voted by putting their ballots and registration-papers at the ends of sticks, and thus reached over the heads of those who stood between them and the window. The witnesses are not agreed about the number who thus voted. One witness says about 75, and another witness says about one hundred and eleven. D. S. Vinson, a witness, swears as follows: "I observed nothing wrong, except the voting on sticks, and that was a new style to me. Those voting on sticks were standing a distance from the window, and reaching over the heads of others, who were close up to the window. I would have tried to vote in this way myself, if I could have got a stick. Those voting on a stick appeared to be in a hurry to vote."

P. B. Rhodes testified as follows: "I was one of the commissioners of election at the voting precinct No. One, of this parish, at the last general election. N. Burton was there during the day. I did not hear him make any objections to the way the election was conducted. I heard him say four days after the election that the election was fairly conducted, except in his opinion. I made a mistake of eleven ballots in counting off, against him; and two persons that were not allowed to vote, he thought would have voted for him, if they had been allowed to vote. He made no objection, at the election, or after the counting of the votes, that I heard. The exact height of the window, where the ballot-box was placed, is five feet nine inches. No one was compelled to vote on sticks. Those persons who were anxious to vote for fear of not having time to vote, got sticks and placed their ballots on the ends of them, and handed them up to the commissioner. The smallest man that I know of, could vote by handing his ballot up to the commissioner with his hand."

This testimony is corroborated by S. J. Galbreth, S. P. Austin, W. W. Benham, and E. Meyer, and is not contradicted in any material parts by any witness.

E. M. Sparrow testifies that he was a commissioner at ward No. One. He says: "Mr. Jackson and myself came to Providence with the First ward box and deposited said box in the clerk's office. The clerk of the court, Mr. Jackson, gave me his receipt for the box. We then went over to Mr. Lockey's office, and I believe Mr. Jackson gave him a copy of the returns. Mr. Lockey then demanded the box, and Mr. Jackson and myself both refused to give said box to him." * * * "I left him and Lockey talking about the box, and I went down-stairs. I saw Mr. Jackson afterward and asked him what he had done with the box, and he told me he had deposited it with Mr. Anderson for safe-keeping and held his receipt for the same. This was Wednesday after the election, about ten o'clock. The tally-lists of ward One was in the box. The ballots were in the box also."

E. Meyer swears he was deputy U. S. supervisor at said precinct. "I assisted in making out a list of the votes cast. The tally-list was closed and signed about seven o'clock Tuesday evening." * * * "I left two of the tally-sheets with the commissioners, and I kept one." * * * "I was present from the time of my arrival until closing of the polls; was at the box all the time, except about half an hour at two different times. I watched the progress of the election closely."

156 "Had there been any fraud or malpractice in depositing the ballots in the box, I would have seen it. There was no fraud nor malpractice in the voting, so far as I know of. I did not see Mr. Jackson put in any wrong ballot, except that one voter handed up on a stick two tickets with his registration-paper, which dropped on the floor, and Jackson put in only one of the two; one of the tickets was a red, and one was a white one; and he put in the red ticket." Mr. Jackson swears that "the election was carried on fairer than I ever saw it before. Mr. Burton, the candidate for sheriff, was present during the entire day; he was in the room all the time. I heard no complaint made by him whatever. He was there when we commenced counting the votes, until we closed, and signed one of the tally-lists, and afterward erased his name."

This is the sum and substance of the testimony on the subject of voting with sticks and at the high window, and of the irregularities at said election, except the testimony of the witnesses offered by the plaintiffs in regard to other illegalities. Henry Atkins testifies as

follows: "I saw one man cast more than one ballot on that day; he cast three to my knowledge, and I asked him why he did it, and he said he was doing it for some other persons."

* * On cross-examination he states: "The man who voted several times was Cain Sartain. Cain Sartain told me they were for other persons; of these ballots the commissioners called names and passed back the registration-papers, and did not call Cain Sartain's name. I handed in tickets the same as Sartain, and the commissioners refused until I called their remembrance to Sartain, and then they allowed me to do the same. I was a candidate on the opposite ticket."

Cæsar Johnson testified: "I saw ballots handed up very high. I could not see where they went to; with the papers that were returned back, some had money returned with them. Some had one, some two, and some three bills. I heard two cry out, 'O, Jackson, greenbacks;' and when the papers came back, they had greenbacks with them."

If testimony so absurd and incredible could demand any notice, it is sufficient to say that it is contradicted by nearly every witness who testified in regard to what occurred at that precinct. Mr. Burton, one of the plaintiffs, was at that precinct, and near the box, and he has testified in this case, but he does not say a word about bribery; his testimony is, in substance, that he saw Mr. Jackson change one vote, and that the window was 6 feet 10 inches high when he measured it.

It is evident from the foregoing evidence that the irregularities shown thereby resulted from a want of information on the part of the officers of the election, and that said irregularities did not in any manner affect the result of the election.

In regard to Ward two, the irregularities seem to be that one of the commissioners did not sign the returns because he thought it was not necessary, and the correctness of the returns was not sworn to in the presence of all the commissioners, and the counting of the votes was not completed within 24 hours after the election.

At Ward one the voting on sticks and at a high window, where the voter had to reach up to hand his ballot to the commissioner, was certainly novel, but the excuse for this is given in the foregoing evidence, and the evidence leaves no doubt on our minds that the ballots were fairly deposited in the ballot-box, that no fraud was perpetrated at the election, and that the votes were honestly counted.

The fact that the ballot-box could not be seen by those voters who stood near the window cannot be a cause to annul the election. In *Angustin vs. Eggleston*, 12 An., 366, this court said: "The mere position of an election-box, without any resulting injury, does not avoid an election."

Now, conceding what the defendants admitted to avoid a continuance, that "the returns made out for the election in this parish were not made out and sworn to as the law requires, and that the ballots for Ward one will not show the same result as the returns, can that defeat an election in the parish?"

It has been often decided that the failure to comply with the directory clauses of an election-law will not annul an election. Courts cannot affix to the omission a consequence which the legislature has not affixed. (9 An., 577; 10 An., 732; act of 1873, p. 18.)

There is an essential difference between the act of voting and the police provisions to secure the evidence of the act. If the votes be deposited the object of the election is attained, and its validity cannot be affected by the non-observance of the directory provisions, 13 An., 301. The act of 1873, No. 98, provides for the punishment of those who violate its provisions, and the criminal courts of the State have cognizance of such matters. The law does not authorize the election to be set aside except for fraud, intimidation, violence, or corruption at or before the election, and then only when such fraud, violence, intimidation, &c., had the effect to change the result of the election.

"Errors of judgment are inevitable, but fraud, intimidation, and violence the law can and should protect against," (Cooley's Limitations, p. 621.) The same author says: "When an election is thus rendered irregular, whether the irregularity shall avoid it or not must depend generally upon the effect the irregularity may have had in obstructing the complete expression of the popular will, or the production of satisfactory evidence thereof. Election statutes are to be tested like other statutes, but with a leaning to 157 liberality, in view of the great public purposes which they accomplish, and, except where they specifically provide that a thing shall be done in the manner indicated, and not otherwise, their provisions designed merely for the information and guidance of the officers, must be regarded as directory only, and the election will not be defeated by a failure to comply with them, provided the irregularity has not hindered any who were entitled from exercising the right of suffrage, or rendered doubtful the evidences, from which the result was to be declared," (618;) and it was said in *People vs. Cook*, (14 Barb., 257, and 8 N. Y., 67,) "that any irregularity in conducting an election, which does not deprive a legal voter of his vote, or admit a disqualified voter to vote, or cast uncertainty on the result, and has not been occasioned by the agency of a party seeking to derive a benefit from it, should be overlooked in a proceeding to try the right to an office depending on such election. This rule is an eminently proper one, and it furnishes a very satisfactory test as to what is essential and what is not in election-laws. And when a party contests an election on the ground of these or any similar irregularities, he ought to aver and be able to show that the result was affected by them." (Cooley's C. Lim., p. 619; 13 An., 175.)

The plaintiffs do not allege that they were elected; they do not allege or attempt to prove

that the irregularities complained of changed the result of the election; and when the defendants offered to prove what the actual vote was at each precinct in the parish, as shown by the count of the votes at the polls, the plaintiffs objected on the grounds that the ballot-boxes were not produced, and this objection was sustained, notwithstanding the facts that the plaintiffs had alleged, in their petition, that the ballot-boxes had not been returned to and kept in the clerk's office, as directed by law, and that plaintiffs had sworn that the ballot-box had been so tampered with and the ballots so changed or altered as to render them unreliable. Judge Cooley says: "If, however, the ballots have not been kept as required by law, and surrounded by such securities as the law has prescribed with a view to their safe preservation as the best evidence of the election, it would seem that they should not be received in evidence at all," &c., (625; 14 Mich., 320.)

The rejection of other evidence, on account of the absence of the ballots, which would not be legal evidence if in court, was certainly very strange.

The conclusion we have come to renders it unnecessary to pass upon the exceptions of the defendants.

It is therefore ordered, adjudged, and decreed that the verdict of the jury be set aside, that the judgment of the lower court be annulled, and that the plaintiffs' suit be dismissed with costs.

Dissenting opinion of Mr. Justice Morgan.

The uncontradicted statement of Mr. Farrar, one of the counsel for the appellees in the brief, is, that the record was filed on Saturday; that he sought to examine it on Monday, when he found it had been taken out of the clerk's office, and that it was not returned until more than three judicial days after the return-day. The custom of allowing counsel to take the records of cases pending on appeal from the clerk's office is, in my opinion, a vicious one; but as it has been tolerated by the court, I do not think that it should prejudice a party's rights. The appellee cannot discover what irregularities there are in a transcript unless he has access to the transcript. The ruling of the court, in my opinion, so long as this practice continues to be tolerated, gives to every appellant the power to prevent his appeal being dismissed. He controls the record until the day upon which he is forced by law to file it. He then files it. Under the implied consent of the court, he removes it immediately. He does not return it until three judicial days have elapsed. It may be filled with irregularities and illegalities, and yet the appellee's motion to have it dismissed will not be listened to because he speaks too late. It seems to me that the court which, by its tolerance, permits an appellee to be placed in such a position, should turn a deaf ear to the appellant under such a state of facts, when he says that the motion to dismiss was not made in time.

I do not propose to cavil at the ruling of the majority upon the second and third grounds which they assign for refusing to dismiss the appeal. The questions involved are, in my opinion, too serious to allow their being shuffled off upon mere technicalities.

I prefer to take them as I find them and to express my opinion upon them, as I think they should be decided upon the principles of law and right.

And for the same reasons I pass over the question as to the misjoinder of parties, the exceptions filed by the defendants, the question of their having been waived by their answers, and the right claimed by them to challenge ten jurors each. It is to be observed that the defendants do not pretend that the election was conducted in strict compliance with the requirements of the law. They deny, it is true, the allegations in the petition, but they only aver that the election was substantially legal and fair in every respect.

In my opinion it was illegal and foul from the beginning to the end. The law provides that it shall be the duty of the commissioners of election to receive the ballots of all legal voters who shall offer to vote, and deposit the same in the ballot-box to be provided for that purpose; the commissioners are to deposit the ballot of each voter in the ballot-box, in full view of the voter himself, (acts 1873, section 9, p. 17.) In all cases the vote of the person offering to vote is to be taken from the hand of the voter by one of the commissioners of election, (section 10.) The votes are to be counted by the commissioners at each voting-place immediately after closing the election, and without moving the boxes from the place where the votes were received, and the counting must be done in the presence of any bystander or citizen who may be present. These provisions of the law are not only directory, they are peremptory, and they were enacted, I think, in order that the people should be assured a fair ballot, a fair count, and an honest return.

Now, what are the facts? In so far as poll No. 1, at least, is concerned, the commissioners of election occupied a room, the window of which was more than six feet from the ground. It was through this window that the ballots were handed to the commissioners.

The window itself was barricaded with slats moving up and down, some three inches apart. A very large number of the ballots were handed to the commissioners attached by the voters to a long pole; no voter who was on the outside of the room could deposit his own ballot in the box provided for that purpose, or see that it was deposited there. Instances occurred where voters, when they handed up their ballots, called out for "greenbacks" in return, and got them, the greenbacks replacing the ballot on the end of the pole. A majority of the court seem to consider that this portion of the testimony is absurd and incredible, and that it is contradicted by nearly every witness who testified in regard to what occurred at that precinct. I have examined the testimony of every witness whose evidence is in the record, and I do not find it contradicted. If denied at all, it is a negative denial; that is, the wit-

ness did not see it. Certainly witnesses testify that everything was regular; that the election was a fair one, and that everything was conducted properly. But the position of the ballot-box, the manner of voting, &c., is testified to by every witness, and when men tell me that everything was fair, and in the same breath say that two opposing candidates each voted several times, under the pretense that they were voting other person's ballots, and that one did it because the other did, I put no faith in their notions of fairness. And when commissioners of elections, under whose eyes such proceedings were carried on, tell me that there were no irregularities at their poll, I am forced to say that I do not believe them. A majority of the court seem to think that those were mere irregularities resulting from a want of information on the part of the officers of election.

In my opinion they are criminalities for which they should be punished, and which render their acts void. When the polls closed the votes were not counted according to law.

The ballot-boxes in which the ballots were placed were given to the clerk of the court, their proper custodian. On the trial, plaintiffs obtained a *subpœna duces tecum* upon the clerk ordering him to produce them. He answered that they were not in his possession; that he had given them to R. K. Anderson, a special deputy appointed by him for that purpose. A *subpœna* then issued to Anderson, the return upon which was that he could not be found. When this return was made, plaintiffs moved for a continuance. Thereupon the defendants admitted "that the returns made out for the last election in this parish were not made out and sworn to as the law requires, and the ballots in the boxes from Ward No. 1 will not show the same results as the returns." Plaintiffs rested their case. Defendants then attempted to prove the result of the election by parol, and in order to lay a foundation therefor, examined David Jackson, who swore that he had made diligent search for the boxes and returns, but had not succeeded in finding them; that he had looked in the only place where he had any idea they could have been placed; that he had inquired of different parties whether they knew anything about where the ballot-boxes and returns were, and that he had done everything since the commencement of the trial to get the boxes and returns. Now Jackson was the clerk of the court, and was by law the custodian of these ballot-boxes and returns. He had, himself, given them to Anderson. On his cross-examination he says he supposes they were in Anderson's possession, and that he had not asked Anderson for them since the commencement of the suit. Thus it appears that he asked every one about them except the only man in whose keeping they had been put. The possession by Anderson of these boxes was the possession of Jackson, and I think it was trifling with the court to say that he could not produce them or cause them to be produced. There was a process by which the defendants, after his testimony was given, could have forced the production of these boxes. They did not see fit to avail themselves of it, and they were not, I think, entitled to resort to secondary evidence.

Indeed, what object would they have in producing boxes, which, according to their own admissions, would show that the returns were not properly made? And what becomes of their assertion that the election was a fair one in the face of their admission that the ballots in the boxes of Ward No. 1 would not show the same results as the returns?

159 In my opinion these admissions destroy the defendants' case. How is the result of any election to be known except by the returns of the proper officers appointed for that purpose? And who can say that a fair election has been held when it is admitted that the ballots cast would not show the same result as the returns?

I am not here contending that every irregularity in the conduct of an election will nullify the election, or that a police law, with regard to the manner in which an election is to be held, if unconstitutional, vitiates the election, which was the question before the court in *Sancier's case*, (13 An., 301.) Nor do I contest the principle laid down in *Cocley*, and cited by the chief-justice in his opinion, that election-statutes are to be tested like other statutes, but with a leaning to liberality, in view of the great public purposes which they accomplish, but I do say that where the law specifically provides that an election shall be held in a particular manner and not otherwise, as, in my opinion, the election-laws of this State do, it must be held in accordance with the law, and that if the ballots have not been kept as required by law, and surrounded by such securities as the law has prescribed with a view to their safe preservation as the best evidence of the election, it is impossible to determine who of the candidates before the people were legally elected. Here it is admitted that the requirements of the law were not complied with.

A jury, taken from the body of the people, and selected according to law, proving themselves a portion of the voters of the parish, have declared that there was no legal election in the parish, and the testimony in the record satisfies me that their conclusion was a just and proper one.

I think the judgment of the district court, which sets aside the election, should be affirmed.

Mr. Justice Wyly concurs in this opinion.

A true copy.

[SEAL.]

M. P. JULIAN,
Dy. Clerk.

(Indorsed:) 5521. Supreme court of La. *Nicholas Burton et als. vs. Charles Hicks et als.* Appeal from the 13th dist. court, parish of Carroll. Certified copy of opinion and decree.

EXHIBIT C.—CARROLL PARISH.—S. DUNCAN GLENN, *Notary Public.*

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| <ol style="list-style-type: none"> 1. S. P. Bartley. 2. Abbe Richard. 3. Jo. Leddy. 4. Wm. A. Blount. 5. Andrew Hammond. 6. James Leddy. 7. Jasper Hughes. 8. Elias Smith. 9. B. M. Brorder. 10. Arthur Richardson. 11. B. J. Fowler. 12. Sam Hogan. 13. Richd. Rowlett. 14. Geo. C. Benham. 15. Jno. Spinnetti. 16. J. W. Dnnn. 17. Griffin Kelley. 18. Ben. Fleming. 19. Baker Smith. 20. Richd. Collins. 21. Anderson Murray. 22. Willis Hamilton. 23. George Green. 24. Chas. Fox. 25. Jerry Travis. 26. Harrison Johnson. 27. A. W. Roberts. 28. Lewis Warren. 29. Ned Richardson. 30. C. Ed. Shearer. 31. Edmund Davis. 160 63. Nelson Harris. 64. Jno. O'Brien. 65. Spencer Garland. 66. Allen Williams. 67. Geo. Washington. 68. Moses Cato. 69. Emmet Williams. 70. Ben. Britt. 71. Joe Robinson. 72. Robt. Shaw. 73. Sylvester Peterson 74. Alf. Washington. 75. W. D. Ball. 76. James Garland. 77. Wm. Smith. 78. Geo. Graves. 79. Wm. H. Myers. 80. Jack Toliver. 81. Albert Jordon. 82. Cyrus Dorsey. 83. Richard Jones. 84. Wm. Rakestrow. 85. Jacob Watson. 86. W. J. Kersey. 87. Frank Stepney. 88. Reuben Turner. 89. Leroy Townsend. 90. Peter Barker. 91. Jno. Jourdon. 92. Dennis Winston. 93. Frank Aikles. 94. Sam. Johnson. 95. Reuben Young. 96. Jno. Atlas. 97. Henry Phillips. 98. Granville Wilson. 99. Castle Green. | <ol style="list-style-type: none"> 32. Esau Johnson. 33. London Peterson. 34. Zeke Christmas. 35. Henry Anderson. 36. David Katler. 37. Gus. Silvie. 38. Dick Stewart. 39. A. A. Harney. 40. Isaac Stewart. 41. Isaac L. Lewis. 42. Peter Stevens. 43. Jno. Pitts. 44. Edward Russell. 45. Casey Smith. 46. E. J. Delaney. 47. Hugh Laddy. 48. Wm. Davis. 49. Tom Laddy. 50. Alfred Collins. 51. Mat. P. Fisher. 52. Isaac Johnson. 53. Wm. Lee. 54. S. D. Glenn. 55. George Day. 56. Adam Sheppard. 57. Henderson Stephens. 58. Alfred Brown. 59. Fred. Jenkins. 60. Jim Collins. 61. Preston Sanders. 62. Wm. Thomas. 133. King Atlas, sr. 134. Aaron Henderson. 135. Wm. Crenshaw. 136. Robt. Franklin. 137. E. J. Adams. 138. Chas. Franklin. 139. Bohannus Harris. 140. Bud Dickson. 141. Simon Tyler. 142. Sanders Ford. 143. Archie Crenshaw. 144. Sam Lackey, sr. 145. Joseph Price. 146. Altdre Buckner. 147. Jim McCay. 148. Sam. Marshall. 149. Luke Williams. 150. Anderson Crenshaw. 151. Peter Maxwell. 152. Silas Shelby. 153. Lafayette Cook. 154. Isaiah Kelley. 155. Wm. Huston. 156. George Saunders. 157. Pleasant Harris. 158. Granderson Jones. 159. Oliver Washington. 160. Wm. Odam. 161. Dallas Brown. 162. Thos. Day. 163. Woodford Banks. 164. Kye Nelson. 165. Levi Gardner. 166. Lewis Kelley. 167. Anderson Phillips. 168. Manuel Phillips. 169. John Walker. |
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EXHIBIT C—Continued.

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| 100. Ananias Robinson. | 170. Geo. Winter. |
| 101. Jerry Petri. | 171. Wm. Atlas. |
| 102. Manuel Douglass. | 172. Wash. Vandevera. |
| 103. Alonza Davis. | 173. George Smith. |
| 104. Steppay Gibbs. | 174. Henry Mercer. |
| 105. Bob Lewis. | 175. Sam. Hurt. |
| 106. Willis Neal. | 176. Allis Nelson. |
| 107. Paul Ashley. | 177. Wash. Graham. |
| 108. Mat. Waden. | 178. Ben. Daly. |
| 109. Andrew R. Anderson. | 179. David Montague. |
| 110. C. F. Erricksson. | 180. Lue. Patterson. |
| 111. Nelson Ware. | 181. Warren Jones. |
| 112. Jno. Roberts. | 182. Shed. Buckner. |
| 113. Victor Esclapon. | 183. James Ware. |
| 114. Cozan Kirk. | 184. Ennis Davis. |
| 115. James Strone. | 185. Albert Barnett. |
| 116. John Payne. | 186. Isaac Elliott. |
| 117. Wesley Turner. | 187. Wm. Howell. |
| 118. Eli Piles. | 188. Richmond Birdsong. |
| 119. Henry Ball. | 189. Henry Lewis. |
| 120. Jackson Edwards. | 190. John Jones. |
| 121. William Ray. | 191. Joe. Robinson. |
| 122. Jno. Forrest. | 192. Wm. Douglass. |
| 123. Reuben Johnson. | 193. Ned. Banks. |
| 124. Henry Turner. | 194. N. Houghton. |
| 125. R. K. Joyno. | 195. Emanuel McDaniel. |
| 126. Dan'l Jones. | 196. E. L. Lorche. |
| 127. Webster Brown. | 197. Wm. N. White. |
| 128. Felix Harris. | 198. Fred. Jordon. |
| 129. Spencer Hamilton. | 199. Reuben Christmas. |
| 130. James Zandy. | 200. Henry Grace. |
| 131. James Green. | 201. Chas. Newton. |
| 132. Chas. McCaleb. | 202. Steven Generals. |
| 161 203. Walter Worley. | 273. Billy Williams. |
| 204. Green Phillips. | 274. Henderson Stepney. |
| 205. Henian Henderson. | 275. Silas Garner. |
| 206. Dan. Parks. | 276. Geo. Washington. |
| 207. Gus. Turner. | 277. Jerry Briscoe. |
| 208. Jones Mitchell. | 278. Annias McClellan. |
| 209. Miles Perkins. | 279. Coter Lewis. |
| 210. Peter Fields. | 280. Allen Parker. |
| 211. Jno. Crawford. | 281. Paul Jones. |
| 212. Henry Aldrich. | 282. Jno. Clorx. |
| 213. Henry Haywood. | 283. George Allen. |
| 214. Dennis Smedley. | 284. Robt. Adams. |
| 215. Bailey Butler. | 285. Chapman Preston. |
| 216. Squire Thompson. | 286. Toney Brackett. |
| 217. Richmond Brown. | 287. Albert Lee. |
| 218. Wm. Brown. | 288. Henry Thomas. |
| 219. Joe McClure. | 289. Anthony Pasten. |
| 220. Bob Porter. | 290. Jerry Key. |
| 221. Clem Brown. | 291. Hiram Hawkins. |
| 222. Alec McGoric. | 292. Littleton Stewart. |
| 223. Lewis Carson. | 293. Wm. Smiley. |
| 224. Thornton Smith. | 294. Elias Smoot. |
| 225. Joshua Terr. | 295. Wm. Page. |
| 226. Henry Williams. | 296. Henry Hamilton. |
| 227. Cyrus Hendley. | 297. Morton Smith. |
| 228. Tom Collins. | 298. Willis Whiting. |
| 229. Emanuel Bayley. | 299. Robt. Gilliard. |
| 230. Timothy Byrne. | 300. Sam'l Ross. |
| 231. Chas. Walker. | 301. Tom B. Overton, jr. |
| 232. York Boyd. | 302. James Reed. |
| 233. Titus Stevens. | 303. Dennis Walker. |
| 234. Marsh Dash. | 304. Wm. Kleinpeter. |
| 235. Lewis Daniels. | 305. Parker Joniter. |
| 236. Frank Phillips. | 306. Sam. Lackey, jr. |
| 237. Walker Wade. | 307. Jos. McDonald |

EXHIBIT C—Continued.

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|--------------------------|---------------------------|
| 238. Theo. Salter. | 308. Cyrus Castin.. |
| 239. Wm. James. | 309. Caleb Harris. |
| 240. Wesley Onrus. | 310. Ben. Rogers. |
| 241. Jno. Smith. | 311. Geo. J. Hook. |
| 242. Thomas Watson. | 312. Wm. Pendleton |
| 243. Wig Ball. | 313. Edmund Costers. |
| 244. David Winter. | 314. Henry Franklin. |
| 245. Shack Brayson. | 315. Geo. Keiser. |
| 246. Matt Taylor. | 316. Nathan Smedley. |
| 247. Ed. Williams. | 317. Henry Mitchell. |
| 248. Anderson Goodman. | 318. Anthony Wetherspoon. |
| 249. Louis Karr. | 319. Thomas Word. |
| 250. Jim Wilson. | 320. Abram Haley. |
| 251. Ananias Williams. | 321. Ross Thomas. |
| 252. Thos. Crawford. | 322. Anthony Easby. |
| 253. Perry Phillips. | 323. Ma. Jones. |
| 254. Balin Branch. | 324. Henry Sutton. |
| 255. Wm. Minor. | 325. Mike Tompkins. |
| 256. Thos. Creecy. | 326. Ephraim Reed. |
| 257. Adam Beard. | 327. Wm. Fuqua. |
| 258. Warren Dobson. | 328. Jo. Johnson. |
| 259. Henry Johnson. | 329. George Franklin. |
| 260. Wm. Watson. | 330. Chas. Smith. |
| 261. Andrew Knight. | 331. Rich'd White. |
| 262. Willis Ward. | 332. M. Duborn. |
| 263. Sam. Matthews. | 333. Lewis Welton. |
| 264. Henry Williams. | 334. Wm. Robinson. |
| 265. Josep Jackson. | 335. Wm. Jones. |
| 266. Robert Gardner. | 336. Moses Davis. |
| 267. Cyrus Randall. | 337. Chas. Simms. |
| 268. Chas. Day. | 338. Geo. Stone. |
| 269. John Gross. | 339. Sam. Turner. |
| 270. Eli Crawford. | 340. Houston Reed. |
| 271. Isaac Prater. | 341. Winston Cowen. |
| 272. Dennis Wilkinson. | 342. Pleasant Holloway |
| 162 343. Jessie Jenkins. | 413. Joe. Ballard. |
| 344. Spencer Helm. | 414. Jeff. Therrell. |
| 345. Jno. Smith. | 415. Jack Watts. |
| 346. Frank Corter. | 416. Robt. Parker. |
| 347. James Smith. | 417. Harrison Robinson. |
| 348. Thos. Stone. | 418. Hoyt Clements. |
| 349. Wesley Wilson. | 419. Wm. H. Barber. |
| 350. Jno. W. Groves. | 420. Albert Reed. |
| 351. James Jennings. | 421. Hiram Dunn. |
| 352. Robert Lownds. | 422. Wm. Haley. |
| 353. Hiram Henderson. | 423. Jackson Curry. |
| 354. Rayford Franklin. | 424. Harry Harris. |
| 355. Jonas Ceaser. | 425. Emanuel Harris. |
| 356. McKinsey Woodson. | 426. James Grant. |
| 357. Andrew Griffin. | 427. Jno. Chambliss. |
| 358. J. Dobbys. | 428. Jno. Wilson. |
| 359. Wm. Eggleston. | 429. Jacob Wore. |
| 360. Henderson Taylor. | 430. Jno. Randall. |
| 361. Henry Parker. | 431. Henry Taylor. |
| 362. Aaron Morgan. | 432. King Atlas, jr. |
| 363. Henry Parks. | 433. Robt. Martin. |
| 364. Chas. Perkins. | 434. Ky. Lewis. |
| 365. Saml. Byns. | 435. Phil. Caleb. |
| 366. Fielding Gaines. | 436. Thornton Washington. |
| 367. David Williams. | 437. Jno. Miller. |
| 368. Thos. Winston, jr. | 438. Fayette Johnson. |
| 369. Peter Alexander. | 439. Madison Vaughn. |
| 370. Marshal Harris. | 440. Danl. Chase. |
| 371. Enos Harris. | 441. Wm. Nolan. |
| 372. Richd. Adams. | 442. Jack McDaniels. |
| 373. Wm. Gardner. | 443. Robt. Talbert. |
| 374. Chas. Staples. | 444. Richard Henderson. |
| 375. Lymas Saunford. | 445. Harrison Hughes. |

EXHIBIT C—Continued.

376. Sol. Johnson.
 377. Israel Henson.
 378. Robt. Reynolds.
 379. John Taylor.
 380. Peter Harris.
 381. Anderson Kennedy.
 382. Primus Perkins.
 383. Wm. Lewis.
 384. Wm. Lewis.
 385. Mingo Hopkins.
 386. Sam. Goodwin.
 387. Jackson Harris.
 388. Sol. Mallory.
 389. Gabe Bell.
 390. Geo. Washington.
 391. Thos. Blakley.
 392. Robt. Hendricks.
 393. Jackson Jones.
 394. Moses Harris.
 395. Mike Jones.
 396. Isaac Jones.
 397. Genl. Johnson.
 398. John Farwell.
 399. A. T. Gipson.
 400. Thos. Gardner.
 401. Stepney Brown.
 402. Wm. Thomas.
 403. Bud Sanders.
 404. Anderson Harris
 405. Hayden Summers.
 406. Sam. Williams.
 407. Wm. Freeze.
 408. Wiley Duan.
 409. Jo. Williams.
 410. Geo. Tyler.
 411. Wallace Bowman.
 412. Richd. Wright.
 163 483. Geo. Carter.
 484. Peter Griffin.
 485. Isaac Jackson.
 486. Peter Biggs.
 487. Alex. Dyke.
 488. Granville Peters.
 489. Chas. Williams.
 490. Andrew Karnes.
 491. Richard Robinson.
 492. Amos Hopkins.
 493. Jonas Monroe.
 494. Phillip H. Hopkins.
 495. King Willis.
 496. Wm. B. Thomas.
 497. Eph. Stewart.
 498. Henry Raney.
 499. Jno. Robinson.
 500. Jerry Edwards.
 501. Geo. Johnson.
 502. Warren Tolliver.
 503. George Williams.
 504. Henry Maxwell.
 505. Anthony Hurd.
 506. G. S. Dorsey.
 507. Reason Williams.
 508. C. F. Pagh.
 509. Wm. Duncan.
 510. Peter Harrison.
 511. S. A. Lorche.
 512. Joseph Brown.
 513. W. P. Childress.
 514. Peter Turner.
 446. Anderson Walker.
 447. Green Sellers.
 448. Harry Hill.
 449. Edward Johnson.
 450. Dallas Panel.
 451. Chas. Alexander.
 452. James Owens.
 453. Geo. Jones.
 454. Peter Smith.
 455. Thos. Minor.
 456. S. P. Bernard.
 457. Jno. Stockard.
 458. Nathan Shelby.
 459. Henry C. Smith.
 460. Jack Williams.
 461. Martin Brows.
 462. F. F. Montgomery.
 463. F. R. Bernard.
 464. Essex Haywood.
 465. Joe Murray.
 466. Jno. Baptist.
 467. Wm. Bouds.
 468. Jesse Shelby.
 469. Wm. Allcot.
 470. Joshua Rice.
 471. A. W. Green.
 472. Ben Evans.
 473. Wm. Dorsey.
 474. Wm. Walton.
 475. Moses Giles.
 476. Geo. Knox.
 477. Henry Wright.
 478. Robt. Simms.
 479. Saml. Lewis.
 480. Wm. Adams.
 481. J. G. Miller.
 482. Randell Colville.
 553. Jno. M. Jones.
 554. Martin Wilbur.
 555. Jno. Davenport.
 556. Jacob Hall.
 557. Wm. Bridges.
 558. Alex. Hill.
 559. Danl. La Grand.
 560. James Jackson.
 561. Anthony White.
 562. Jack Anderson.
 563. Robt. Marshall.
 564. Pope Robinson.
 565. Geo. Young.
 566. C. A. De Franer.
 567. Cyrus Chambers.
 568. Coleman Tucker.
 569. Morris Evans.
 570. Alex. Carter.
 571. Robt. Gilmore.
 572. Thos. Winston.
 573. Gabriel Cole.
 574. I. N. Kent.
 575. Frank Tyson.
 576. Jno. Mellon.
 577. Lewis Gregory.
 578. Jno. Ranson.
 579. Jeff. Rogers.
 580. Jno. Melton.
 581. Aaron Cooke.
 582. N. D. Ingram.
 583. Simon King
 584. C. M. Pilher.

EXHIBIT C—Continued.

515. Danl. Logan.
 516. Miles Brown.
 517. James Edwards.
 518. D. L. Morgan.
 519. Ephraim Williams.
 520. Lawson Saunders.
 521. Durrel Ellis.
 522. John Landener.
 523. Moses Jackson.
 524. Tom. January.
 525. Marshal Kennedy.
 526. Edwd. Sparrow.
 527. Wm. Riley.
 528. D. C. Jenkins.
 529. James Howard.
 530. Jno. W. McCue.
 531. Chas. Henderson.
 532. Sike Richardson.
 533. Wm. Mason.
 534. Henry Brown.
 535. Isaiah Johnson.
 536. Emanuel Chapma
 537. Jackson Bowers.
 538. L. B. Clarkson.
 539. Lorrins Perkins.
 540. Ed. Dunn.
 541. Wm. Parker.
 542. Jno. Brackett.
 543. Lewis Williams.
 544. Ben. Overton.
 545. Baxton Hoare.
 546. Ki Solomon.
 547. Abe Williams.
 548. Green Guino
 549. Alex. Armstrong.
 550. Danl. Rice.
 551. H. C. Dobyns.
 552. Hiram Hatcher.
 164 623. Elias Burley
 624. S. T. Le Moy
 625. Jno. Wiggins.
 626. W. R. C. Lyons.
 627. Wm. Williams.
 628. B. H. Lanier. †
 629. T. F. Montgomery.
 630. Jno. Stewart.
 631. B. Leddy.
 632. S. T. Austin.
 633. Griffin Stokes.
 634. Miles Cormick.
 635. Andrew Atlas.
 636. John Martain.
 637. Edmund Brown.
 638. Wash Duncan.
 639. John Robinson.
 640. Wm. T. Carver.
 641. Jason Hamilton.
 642. Jordan Robinson.
 643. Mat. McAllister.
 644. Anthony Manson.
 645. Solomon Walker.
 646. Wiley Rose.
 647. W. L. McMillen.
 648. F. L. Myers.
 649. Jno. A. Grest.
 650. Jno. Byrne.
 651. Chas. Wright.
 652. O. C. Wessoman
 585. Dan. Hawkins.
 586. Edward Campbell.
 587. Ned Carr.
 588. E. S. Wilson.
 589. C. H. Webb.
 590. Nat Burrell.
 591. C. J. Irrant.
 592. L. G. Balford.
 593. S. M. Powell.
 594. H. Cherry.
 595. James King.
 596. Geo. Jones.
 597. Taylor Hart.
 598. J. W. Montgomery.
 599. Richd. Lee.
 600. James McGuire.
 601. R. W. Williams.
 602. Henderson Dickson.
 603. Frank C. Taylor.
 604. Wm. Matley.
 605. Dan. Moulton.
 606. Alex. Harris.
 607. Isham Triskand.
 608. Wm. Henderson.
 609. Garey Hood.
 610. Mike Roach, jr.
 611. Horace Thomas.
 612. Isaac Miller.
 613. Ned Richardson, jr.
 614. B. P. Shelby.
 615. E. H. Davis.
 616. Geo. Blackburn.
 617. Ed. F. Newman.
 618. Mat. Smith.
 619. Geo. Harris.
 620. Peter Jackson.
 621. Golden Williams.
 622. Henry Motley.
 669. Jerry Waterman.
 670. Edward Jackson.
 671. Richd. Stewart.
 672. Z. S. Malbry.
 673. F. M. Hoppin.
 674. Henry Douglass.
 675. Joseph Craig.
 676. I. L. Murry.
 677. W. W. Hunter.
 678. R. M. Lockey.
 679. W. D. Childress.
 680. Thos. Hamilton.
 681. John J. Parit.
 682. Alfred Whitfield.
 683. Wm. Maguire.
 684. W. B. Dickey.
 685. Saml. Chapman
 686. C. R. Egelly.
 687. Lewis Irwin.
 688. Irvin Davis.
 689. John Hamilton.
 690. Geo. Johnson.
 691. Walter West.
 692. Aaron Coleman.
 693. Peter Davis.
 694. Alfred Crenobow.
 695. John Fitzgerald.
 696. J. L. Davis.
 697. B. F. Therrel.
 698. Wm. Brown.

EXHIBIT C—Continued.

- 653. F. M. Hays.
- 654. J. A. Delauney.
- 655. Chas. Hicks.
- 656. James Woolrich.
- 657. Henry Day.
- 658. Major F. Cook.
- 659. M. J. Groce.
- 660. David Hall.
- 661. C. W. Hamilton.
- 662. Jesse Rossell.
- 663. M. A. Sweet.
- 664. Chas. Diels.
- 665. Lewis Hite.
- 666. Nat Murfre.
- 667. Hugh McGuire.
- 668. Lloyd Davis.

- 699. W. D. Christian.
- 700. J. M. Kennedy.
- 701. W. W. Benham.
- 702. Saml. Robinson.
- 703. F. B. Watkins.
- 704. Lewis Mitchell.
- 705. Simon Lewis.
- 706. F. M. Melrose.
- 707. Lewis J. Ritter.
- 708. J. E. Leonard.
- 709. J. D. Tompkins.
- 710. Thos. Johnson.
- 711. E. C. Manning.
- 712. Thos. Chapman.
- 713. Roland Perkins.

STATE OF LOUISIANA, *Parish of Carroll* :

We, the undersigned, duly commissioned and sworn commissioners of election in and for the Second ward, parish and State aforesaid, do solemnly swear (or affirm) that the foregoing list of voters, in and for said ward, is true and correct : so help us God.

W. W. BENHAM.
TOM L. MONTGOMERY.
S. L. MURRAY.

Sworn and subscribed to before me this 2d day of November, A. D. 1874.

STERLING T. AUSTIN, JR.,
Justice of the Peace.

EXHIBIT D.—CARROLL PARISH.—S. DUNCAN GLENN, *Notary Public.*

ROOMS OF GRAND JURY,
Thursday, December 10, A. D. 1874.

To the Hon. Wade H. Hough, judge of the 13th district court of Louisiana, holding sessions in and for the parish of Carroll :

Your grand jurors, impaneled for the present term of your honorable court, beg leave to submit the following report:

* * * * *

165 Quite a number of irregularities are reported in the conduct of the recent election in this parish, but upon investigation we do not find them to be of such a character as require the action of the grand jury.

A. C. RHOTEN, *Foreman.*

OFFICE OF CLERK OF 13TH JUDICIAL DISTRICT COURT.

STATE OF LOUISIANA,
Parish of Carroll :

I hereby certify that the above and foregoing is a true and correct copy of the report of the grand jury so far as it appertains to the election held in this parish on the 2d day of November, A. D. 1874.

Given under my hand and seal of office this 6th day of May, A. D. 1875.

[SEAL.]

T. J. GALBRUT, *Deputy Clerk.*

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MRS. E. J. BROSSMAN.

APRIL 28, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. CONGER, from the Committee on War-Claims, submitted the following

REPORT:

[To accompany bill H. R. 3273.]

The Committee on War-Claims, to which was referred the petition of Mrs. E. J. Brossman, for goods seized by the provost-marshal of the Army near Brandy Station, Va., &c., would report :

That after careful examination of the memorial and proofs, and personal examination of petitioner, they find that Ellen J. Brossman was loyal and devoted to the Union cause; that she was duly licensed by the levy court of the District of Columbia to trade as storekeeper to the Twentieth Army Corps, so far as the laws of the District were concerned; that she followed the Army to Brandy Station with her goods, and traded there with the officers and soldiers, but that while so trading, and while, as appears by the testimony of a large number of officers of that corps, her conduct was good and she was especially active in kindness and care of sick and wounded Union soldiers, the provost-marshal seized the property mentioned in her memorial, and it was never restored to her, and so far as appears was used by the Army, it being mostly such supplies as the Army used.

Your committee think from all the proofs that the petitioner should be paid the fair value of the property taken, together with two hundred dollars paid by her as internal-revenue tax on this property, &c., after it was seized.

The committee recommend that petitioner be paid five thousand dollars in full of all claims, and that a bill be favorably reported therefor.



EDWIN MORGAN.

APRIL 29, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JOHN REILLY, by unanimous consent, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 2019.]

The Committee on Military Affairs, to whom was referred the claim of Edwin Morgan, having investigated the same, would respectfully report thereon as follows :

That in 1863 he entered the service as first sergeant Company G, Seventy-seventh Regiment Pennsylvania Volunteers ; that on June 25, 1863, W. H. Thomas, first lieutenant of same company, was killed at Liberty Gap, Tennessee ; the captain resigned in September, 1863, and in the same month David Garbet, second lieutenant of same company, was taken prisoner, and remained in the hands of the enemy until March, 1865, when he was exchanged or paroled, and about May 1, 1865, was mustered out of service. On June 19, 1864, the ordnance-stores were turned over to him as lieutenant commanding company. June 27, 1864, he was commissioned second lieutenant Company G, Seventy-seventh Pennsylvania Volunteers, by Governor Curtin, of Pennsylvania, but could not be mustered, as the second lieutenant (who had been commissioned first lieutenant) was a prisoner, and there was no vacancy in that position ; he refused the position of first lieutenant over his brother officer while he was a prisoner, although commissioned by the governor January 24, 1865. On this commission he was mustered in May 1, 1865, after the second lieutenant, Garbet, had been released and mustered out. He having commanded the company from the 19th of June, 1864, until May 1, 1865, receiving only the pay of sergeant, it is but just that he should receive the pay. He was honorably mustered out of the service in Texas, December 6, 1865. The committee recommend the passage of the bill for his relief.

○

BROTHERTOWN RESERVATION, IN THE STATE OF WISCONSIN.

APRIL 29, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. MORGAN, by unanimous consent, from the Committee on Indian Affairs, submitted the following

REPORT:

[To accompany bill H. R. 2096.]

It appears to the satisfaction of the committee that in the year A. D. 1832, the Brothertown Indians purchased from the United States a township of land containing twenty-three thousand and forty acres, lying on the east side of Lake Winnebago, in the Territory of Wisconsin, and that by a subsequent treaty, made October 20, 1832, and ratified March 13, 1833, the right was secured to said tribe to partition and divide said township of land among the different individuals composing said tribe of Brothertown Indians, and to be held by them in fee-simple and in severalty, and that the said land was divided and partitioned and patented accordingly; but that inadvertently and by mistake a portion of said township remained undivided and was not included in the partition as of right and by provision of law it should have been, which mistake is rectified by this bill, which your committee report back with recommendation that it pass as amended in committee.

○

GEORGE MCCOLLY.

APRIL 29, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RUSK, by unanimous consent, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 2242.]

The Committee on Invalid Pensions, to whom was referred the House bill 2242, have had the same under consideration, and submit the following report :

It is shown by evidence in the case that George McColly enlisted as a private, March 17, 1865, in Company E, First Regiment Minnesota Volunteers, and was honorably discharged from service July 14, 1865.

His claim was rejected by the Pension-Office, under the provisions of section 4717 Revised Statutes, there being no record of alleged disability at the War Department.

Lieut. J. A. Wright, of claimant's company, swears that while on the march in Virginia he gave out, and was troubled with rheumatism.

Dr. J. B. LeBland swears that he was regimental surgeon; that claimant was under his treatment while in the service for rheumatism, and that he continued to treat him until he was discharged.

Dr. Blackmer swears that he was his family physician; saw him previous and up to the time of his enlistment, and knows that he was a sound and healthy man at his enlistment.

Drs. Humes, Moore, and Barck swear that they have treated claimant for rheumatism, from which he has suffered continuously from the date of his discharge.

Your committee believe this to be a meritorious case, and report back House bill 2242, and recommend the passage of the same.

○

KATE LOUISE ROY.

APRIL 29, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RUSK, by unanimous consent, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 3277.]

The Committee on Invalid Pensions, to whom was referred House bill 2810, have had the same under consideration, and submit the following report :

It is shown by the evidence in the case that James P. Roy entered the service July 1, 1849, as a second lieutenant; was promoted successively to the rank of lieutenant-colonel, which rank he held at the time of his death, October 25, 1874. His widow was pensioned at the rank of major.

The facts in the case are, that he was continuously on active duty until within a few months of his death, passed a successful examination, and was promoted to the rank of lieutenant-colonel.

The Secretary of War, under date of March 16, 1876, states that Mrs. Roy, he is told, receives a pension of the grade of major, her husband having incurred his disability while in that grade. At the time of his death, however, he was a lieutenant-colonel. Mrs. Roy has before Congress a petition for the small increase of pension between these two grades. From inquiry he is of the impression that her husband's services in the Army, and her own standing and necessities, make this a meritorious case.

Your committee believe this to be a meritorious case, and report back House bill 2810 with a substitute, and recommend the passage of the substitute.



ELLEN FECHTEL.

APRIL 28, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RUSK, by unanimous consent, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3278.]

The Committee on Invalid Pensions, to whom was referred House bill 2405, have had the same under consideration, and submit the following report:

It is shown by the evidence in the case that John G. Fechtel was mustered into the service as a wagoner in Company F, Seventeenth Regiment Missouri Volunteers, September 26, 1861, and was discharged from service March 21, 1862, by reason of pulmonary consumption, contracted in the service.

Hugh Gollmer, captain of company, swears that the soldier, about February, 1862, while in the line of his duty, became disabled by the prostration of his whole system—want of breath, blood rushing to the head, and that he was a sound man at enlistment.

Charles Zimmer, first lieutenant of company, swears that the soldier, while in the line of duty, while in pursuit of General Price's army in March, 1862, was run over by his wagon, injuring his breast; was brought to hospital, and never recovered, having become permanently disabled from disease of the lungs.

Dr. Joseph Stadler swears that the soldier was sound and free from disease at enlistment; that in 1865 he came under his care, suffering with disease of the lungs, occasioned by an injury to the breast. He was under his treatment at various times from that date, and in his opinion the disease from which he died was the result of consumption.

August Wilkin, John Orth, John Eckel, and Karl Parl, swear that soldier was sound and free from disease when he enlisted; that when he came home from the Army he was afflicted with injuries of his breast and head, and on account of said injuries he could not perform manual labor; he remained in this condition until he died, November 22, 1869.

The claim was denied by the Pension-Office on the grounds that the disease of which he died, "dropsy," was not the result of his military service.

Your committee believe this to be a meritorious case, and report back House bill 2405, with a substitute, and recommend the passage of the substitute.

BENJAMIN C. WEBSTER.

APRIL 29, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RUSK, by unanimous consent, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 3279.]

The Committee on Invalid Pensions, to whom was referred the petition of Benjamin C. Webster, have had the same under consideration, and submit the following report :

It is shown by the evidence in the case that he was drafted September 20, 1864, and assigned to Company F, Eighth Regiment Maine Volunteers, and discharged from service June 11, 1865.

His claim was rejected by the Pension-Office on the ground that the disease for which he claims a pension existed prior to his entering the service.

Claimant alleges in his claim for pension that, when he was examined as a drafted man, he claimed exemption on account of his disability, but the examining surgeon insisted that he was a sound man within the meaning of the law, refused to exempt him, and compelled him to go into the service.

Dr. L. B. Pillsbury swears that he was well acquainted with claimant prior to his enlistment, and attended him professionally, and at the time he was drafted he was weak and feeble, and claimed exemption, but the examining surgeon, in spite of his protestations and those of his friends, pronounced him a sound and well man, and compelled him to go into the service as a soldier. Deponent saw him immediately after his discharge; he was then lame and crippled, and permanently disabled, and has continued so ever since.

The surgeon of his regiment states that, in April, 1865, during the whole campaign, he performed his duties faithfully but with difficulty, as he was often unable to keep up during the march, on account of sickness.

Your committee believe this to be a meritorious case, and report the accompanying bill, and recommend the passage of the same.

JAMES JOHNSTON.

APRIL 29, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RUSK, by unanimous consent, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3280.]

The Committee on Invalid Pensions, to whom was referred bill H. R. 2168, have had the same under consideration, and submit the following report:

It is shown by the evidence in the case that James Johnston enlisted as a private in Company C, Fifteenth Regiment Maine Volunteers, December 9, 1861; was promoted sergeant, re-enlisted as a veteran, and was honorably mustered out of service July 5, 1866.

Whitman L. Orcutt, late first lieutenant of company, swears that soldier was a sound and healthy man at enlistment; never knew him to be sick until in the summer of 1862, when he was sun-struck, and in the next spring was afflicted with sore eyes, and chills and fever, and that said diseases were contracted in the service.

Charles H. Shaw swears that he was a comrade of soldier, and in 1861 he was a sound healthy man; in the summer of 1862 he was sun-struck, and about the spring of 1863, while in Florida, he suffered with chills and fever; also suffered with the same disease, and disease of the eyes, during the years 1864, '65 and '66, and up to the time of his discharge from the service, and that these diseases were contracted in the service.

Robert Anderson swears that he knew soldier prior to his enlistment, and knows that he was a sound, healthy man; knows that during the years 1870, '71, and '72 he was suffering from chills and fever, and sore eyes, and for a greater part of the time he was unable to work, by reason of said diseases.

The late commanding officer of his regiment states that while in the service soldier suffered from chills and fever and other malarial diseases. He was an excellent soldier, always doing his duty promptly and faithfully when his health permitted. He is now disabled by the loss of his right leg above the knee; and he is informed, that but for the impaired condition of his general health his leg might have been saved. This accident occurred since his discharge.

Your committee believe this to be a meritorious case, and report back bill H. R. 2168, with a substitute, and recommend the passage of the substitute.

HANNAH A. WOOD.

APRIL 23, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RUSK, by unanimous consent, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3281.]

The Committee on Invalid Pensions, to whom was referred House bill No. 2577, have had the same under consideration, and submit the following report:

It is shown by the evidence in the case that Samuel Wood was mustered into the service as a second lieutenant Company M, First Regiment New Jersey Cavalry Volunteers, December 12, 1864, and mustered out as such July 24, 1865.

George A. Bourne, late captain of company, swears that soldier was injured by his horse falling on him, in the line of duty, injuring his left side; that he also contracted chronic diarrhea from exposure.

Dr. William W. Whitney swears that he attended soldier about June 24, 1865, while he was on a leave of absence; treated him for chronic diarrhea, and for an injury to his left side; soldier continued under his treatment until September 15, 1865; that his death occurred July 26, 1866, and he verily believes it to have resulted from said disease and injury.

M. G. Carey swears that he was assistant superintendent of Missouri Pacific Railroad, and that soldier was yard-master of depot from October, 1865, till his death, July 26, 1866; that he was troubled during the whole time with diarrhea and an injury to his left side; did not employ any physician, but used prescriptions given him by Dr. Whitney; was taken to hospital about 4 o'clock p. m., and died same night; the physicians in attendance cannot give any information.

Hannah M. Whitney and William O. Cornish swear that they saw soldier immediately after his discharge from the service; he was in feeble health, suffering from chronic diarrhea, and injury to his left side.

The claim was denied by the Pension-Office, on the ground that the evidence was insufficient to show cause of death incident to the service.

Your committee believe this to be a meritorious case, and report back the bill (H. R. 2577) with a substitute, and recommend the passage of the substitute.

SARAH MCCOVEY.

APRIL 29, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RUSK, by unanimous consent, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3282.]

The Committee on Invalid Pensions, to whom was referred the petition of Sarah McCovey, have had the same under consideration, and submit the following report:

It is shown by the evidence in the case that John McCovey was pensioned September 18, 1863, for a gunshot-wound fracturing the jaw, right side, the ball passing through the neck, and coming out near the spine. He died February 11, 1873, of pulmonary consumption. It is also shown by the evidence in the case that the soldier recognized his obligations to support his mother, by transmitting to her, while in the service, the sum of \$25 at one period, and \$16 at another; that her husband is living; is 76 years of age; is now, and has been, afflicted with rheumatism, and is unable to render her any support.

A. B. Olin swears that he has been acquainted with claimant since 1860, and never knew of her having any property, either real or personal.

B. Mackall swears that he has been acquainted with claimant since 1866, during which time she has not owned any property, and is now entirely destitute.

Doctors Richings and Riley swear that the husband of claimant has been under their treatment from November, 1872, for rheumatism, and not able to perform any manual labor.

Petitioner alleges that the physician who attended her son in his last illness, and who was an entire stranger to her, was unable to testify to the facts necessary to a favorable consideration by the Pension-Office; said physician did not know that her son had served in the Army, consequently could not supply the necessary proofs.

Your committee believe this to be a meritorious case, and recommend the passage of the accompanying bill.

THOMAS SMITH.

APRIL 29, 1876.—Laid on the table and ordered to be printed.

Mr. RUSK, by unanimous consent, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 1295.]

The Committee on Invalid Pensions, to whom was referred House bill No. 1295, have had the same under consideration, and submit the following report:

It is shown by the evidence in the case that Thomas Smith enlisted as a private in Company K, Forty-ninth Regiment New York Volunteers, and was discharged April 17, 1863. His claim for pension, which was based on account of a gunshot-wound of right leg and a disease of the eyes, was rejected—the former on a report from the examining surgeon of the Pension-Office that no disability existed from said wound, and the disease of the eyes under the provisions of section 4717, Revised Statutes, there being no record-evidence at the War Department of that disease.

It is shown by the record in the case that he was under treatment while in the service for an injury and a disease which have no connection with his present disability. He alleges his inability to furnish evidence to show treatment for disease of the eyes while in the service, or medical evidence of its existence at date of discharge.

Your committee report adversely on House bill No. 1295, and ask to be discharged from further consideration of the same.



DAVID W. STOCKSTILL.

APRIL 29, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BANNING, by unanimous consent, from the Committee on Military Affairs, submitted the following

REPORT :

[To accompany bill H. R. 1183.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 1183) for the relief of David W. Stockstill, of Sidney, Ohio, have had the same under consideration, and beg leave to submit the following report :

That on the 27th day of September, 1864, Henry I. Stockstill, of Shelby County, Ohio, was drafted into the service of the United States and assigned to duty in Company D, Fifty-first Regiment Ohio Volunteers. On the 19th day of December, 1864, David W. Stockstill, brother of said Henry I. Stockstill, of the same county and State, paid \$700 for Frank Schooly, as a substitute, who was also mustered into service in Company E, Thirty-ninth Ohio Volunteer Infantry, and who served during the war. The fact that this substitute was procured was reported to Colonel Wood, commanding said regiment, who refused to discharge said Henry I. Stockstill—the orders of General Thomas forbidding any such release. Both soldiers served during the war, and David W. Stockstill asks that the seven hundred dollars paid for the substitute be refunded to him. This seems but reasonable and just, and your committee would make a favorable report in the case. The committee would add that the Military Committee, Forty-third Congress, investigated this case, made a favorable report, and recommended the passage of a bill affording the relief asked, which was reported back to the House, referred to the Committee of the Whole House on the Private Calendar, but was not reached for want of time. Your committee would therefore recommend the passage of the accompanying bill.



D. P. ROWE AND OTHERS.

APRIL 29, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. TUCKER, by unanimous consent, from the Committee on Ways and Means, submitted the following

REPORT :

[To accompany bill H. R. 1219.]

The Committee on Ways and Means respectfully report upon the House bill 3572, for the relief of D. P. Rowe and others :

It appears that a man named Fry applied to Rowe and others, who were tanners, to make for him a tin apparatus, a model of which he brought with him; that Fry informed him that it was not for any illegal use; that it was not a still, and that Rowe and his partners were in no danger of the violation of law from making the apparatus; that Rowe made ten of these, at \$2.25 apiece, making, in the aggregate, \$22.50; and that these were all he made, and this was done in utter ignorance of any illegal use proposed by said Fry.

The license-tax of \$50 was assessed against the makers of the apparatus, and \$20 apiece for them and \$20 penalty, in all \$270, which it seems has been paid, though this does not clearly appear.

The assistant district attorney, who prosecuted the case, has filed a statement which, while insisting that the party was technically guilty, shows that he thinks the case one of hardship, and one in which "there was no design on his part to evade the law," as was apparent to the assistant attorney at the time.

The testimony to the excellent character and law-abiding habits of D. P. Rowe is ample, and his veracity and integrity are fully sustained.

It further appears that, as D. P. Rowe made this apparatus without the knowledge of his partners, who furnished the capital, Rowe only doing the manual work for a share in the profits, the burden of these taxes and penalty would fall upon him. He is a young man, without means, working for his living, and yet honest and truthful. The burden imposed upon him is heavy, and for a technical, but unintentional, violation of law.

The committee therefore recommend the passage of the bill referred to it, and herewith reported back without amendment.

AWARDS OF COMMISSIONERS OF CLAIMS.

MAY 2, 1876.—Recommitted to the Committee on War-Claims and ordered to be printed

Mr. EDEN, from the Committee on War-Claims, submitted the following

REPORT:

[To accompany bill H. R. 3359.]

The Committee on War-Claims, to whom was referred Mis. Doc. No. 30, first session Forty-fourth Congress, having had the same under consideration, report:

That the said document is the fifth annual report of the commissioners of claims appointed under the act of March 3, 1871, and embraces all the cases disposed of by the commissioners since their previous annual report, made December 14, 1874, at the commencement of the second session of the Forty-third Congress. The number of claims embraced in the last general report of the commissioners is 1,561, and they are distributed among the late insurrectionary States as follows:

Alabama	205	South Carolina	44
Arkansas	187	Tennessee	242
Florida	8	Texas	
Georgia	209	Virginia	318
Louisiana	57	West Virginia, (part of the State only)	12
Mississippi	151		
North Carolina	128		
			1,561

Of this number, allowances are made in whole or in part in 775 cases, and 786 are wholly disallowed. The amount claimed in these cases is \$3,796,344.73; the amount allowed is \$492,607.17, and the amount disallowed is \$3,303,742.56, an average allowance of \$648 to each claimant. January 3, 1876, the commissioners made a supplemental report, embracing eleven cases, in which the whole amount claimed is \$255,629.97, and the amount allowed is \$39,908.33.

Your committee deem it proper to present a brief statement showing the general practice in the matter of the settlement of claims against the United States growing out of the late war of the rebellion up to the date of the act of March 3, 1871, creating the commissioners of claims, as well as the rules established by the commissioners and governing them in their examination and adjudication of the claims presented to them under said act.

Under the act of July 4, 1864, jurisdiction was conferred upon the Quartermaster-General and Commissary-General of Subsistence to receive and hear the claims of loyal citizens of States not in rebellion for quartermaster and commissary stores, and, if convinced that such claims were just, and of the loyalty of the claimant, to report the same to the Third Auditor of the Treasury with recommendation for settlement.

The act of July 4, 1864, was amended by the acts of June 18 and July 28, 1866, the first extending the provisions of the act of July 4 to the counties of Berkeley and Jefferson in the State of West Virginia, and the latter to the loyal citizens of the State of Tennessee. By the act of February 9, 1867, which became a law without the approval of the President, the act of July 4, 1864, was construed and declared to exclude all claims arising in a State or part of a State declared in insurrection by the proclamation of the President of the United States dated July 1, 1862, or in a State which, by an ordinance of secession, attempted to withdraw from the United States, excepting, however, that it continued the benefits of the acts of June 18 and July 28, 1866, to the persons therein named.

Beyond these acts there had been no general legislation by Congress for the benefit of the loyal citizens of the insurrectionary States in the matter of the adjustment of their claims for stores and supplies taken by or for the use of the military and naval forces of the United States during the late war of the rebellion. Congress had from time to time afforded relief in special cases, which might be enumerated, not only for stores and supplies taken and used by or for the Army or Navy, but in some instances property taken and used or destroyed by the military forces of the United States in necessary military operations was paid for when the loyalty of the claimant was satisfactorily established.

The act of March 3, 1871, was the first general legislation by Congress providing for the payment of property, real or personal, seized and used for military purposes in the insurrectionary States, and the said act and the various acts amendatory thereof are for convenience of information appended hereto and marked Appendix "A."

Under these acts there were presented to the commissioners 22,298 claims, the amount involved being \$60,258,150.44. Of this number 9,222 cases have been reported to Congress, involving \$19,263,437.51, as follows:

Report.	Date of report.	Number of cases.	Amount involved.
First	December 11, 1871	580	\$1,656,357 98
Second	December 9, 1872	2,209	3,850,141 05
Third	December 6, 1873	2,465	4,717,887 29
Fourth	December 14, 1874	2,407	5,242,706 46
Fifth	December 20, 1875	1,561	3,796,344 73
Total .....	.....	9,222	19,263,437 51

The amounts allowed by the commission in their several reports are as follows:

First annual report, amount allowed.....	\$344,168 20
Second annual report, amount allowed.....	806,699 31
Third annual report, amount allowed.....	643,713 04
Fourth annual report, amount allowed.....	770,711 37
Fifth annual report, amount allowed.....	492,602 17
Supplemental.....	39,909 33

There are, therefore, still before the commissioners, undisposed of, 13,076 cases, involving \$41,739,082.96. Of this number, the commissioners say in their last annual report, about one-half have been examined in whole or in part, or are awaiting the reports of special agents. Under section 2 of the act of March 3, 1875, it was made the duty of the commissioners who concur in making any report to sign the same, and if either of the commissioners dissents from the report, the said commissioner shall give the reasons therefor. Thus far every case reported to

Congress has, the commissioners say, met the entire approval of the commissioners, no member of the commission dissenting as yet in a single case, from which it may be fairly assumed that the cases thus far reported are fully and clearly proven to the satisfaction of all the commissioners.

Your committee have followed the rule and practice which has prevailed hitherto in the matter of examination of the cases embraced in the reports of the commissioners, which was to distribute the cases involving any considerable amount among the members of the committee for examination, with the view of ascertaining how far the testimony and documentary evidence submitted by the claimant or obtained by the commissioners sustained the award or allowance recommended by the commissioners. With the large number of claims before the committee besides those reported by the commissioners, they found it impossible to take up each claim reported favorably by the commissioners and give it a thorough investigation and examination, but did examine, as before stated, all the larger claims, and from the best examination your committee have been able to make they are satisfied that the commissioners have done their work well, and this view of the case is strengthened by the fact that the usual complaint against the commissioners by claimants and their attorneys, so far as the committee are informed, is that the awards of the commission are too small.

The commissioners adopted the tables of prices in use in the Quartermaster and Commissary Generals' Departments, which also gives the prices paid by these departments for all the leading articles of stores and supplies for each month during the war at all the principal markets of the country. By adding to the price at the nearest market the cost of transportation to the place where the claim accrued, the commissioners get a fair measure of the value of the property claimed, and in ascertaining the market-price they have not allowed for an enhanced value occasioned by the temporary presence of the Army.

Holding that claims for rent and the occupation of land, destruction of or damage to buildings, growing crops, and personal property were not embraced in the term "stores and supplies," the commissioners have excluded all such claims from consideration, as not within their jurisdiction, and your committee, from the examination given in the cases reported favorably in their last annual report, have not been able to find any in which the element of damage in any way enters into the allowance. Where buildings were torn down and the materials taken away to erect other buildings for the use of the Army, the commissioners hold that such materials become supplies, and they have allowed in such cases the value thereof to the owner, though admitting that it was a very inadequate compensation to him. So, too, it appears from the reports of the commissioners that they have not allowed for articles taken by soldiers without lawful authority or real necessity. They say that the strictest discipline could not prevent acts of lawless depredation; but for the property thus taken the commissioners have not allowed, holding that if there existed a real necessity for taking the property, competent authority was at hand to direct it and furnish the necessary evidence to the owner of such taking.

From the very stringent rules adopted by the commission, as shown in their annual reports, armed as they are with the power, when they deem it necessary, to send special agents to any part of the country to investigate as to the validity of claims on the spot where they originated, your committee are of opinion that the interests of the Government are better protected, (assuming that the commissioners and agents do

their duty,) by that mode of adjusting claims of the character falling within the jurisdiction of the commissioners, than by any consideration that could be given such claims by Congress without other aid.

The bill reported by the committee, making appropriations for the payment of claims recommended by the commissioners, does not vary materially in amounts from what is embraced in the commissioners' reports. We call attention to such changes as have been made. In the first annual report of the commissioners they allowed to Frederick and Augustus Snyder, of Virginia, the sum of \$1,645, which they declined to accept, but are now willing to accept, and the bill contains an appropriation for the same. The bill also contains an appropriation of \$50 for Cato Jackson, of Georgia, being amount left out of a former appropriation owing to a clerical error. The amount allowed by commissioners to Green Y. Burgess, of North Carolina, was \$320, which is reduced to \$275, because amended petition was filed after the time limited by law for filing claims. The award in favor of Lemuel D. Mitchel, of Tennessee, is omitted from the bill, because information has been received that his claim had been paid. By correcting the computation the claim of Edward Moss, of Alabama, is reduced from \$147 to \$144; that of John W. Skinner, of Mississippi, from \$475 to \$470; that of John R. Thompson, of North Carolina, from \$1,521.25 to \$1,501.25, and that of Washington Mixon, of Tennessee, is increased from \$606.50 to \$606.60.

It will be seen from the law organizing the claims commission, attached to this report, that in order to entitle a party to prosecute his claim before this tribunal, he must prove that he remained a loyal adherent to the Government during the late war, and that the items of his claim were stores or supplies taken or furnished during the rebellion for the use of the Army or Navy of the United States, in States proclaimed as in insurrection against the United States, including the use and loss of vessels or boats while employed in the military service of the United States. The commissioners seem to have required strict proof on these points, as well as to the amount and value of the property involved. It is very difficult to guard the interests of the Government in every case against a tendency in numerous instances to exaggerate or fabricate claims. In attempting to do so, doubtless injustice is often done to individuals; but without the closest scrutiny dishonest persons, in the guise of claimants or their attorneys, would rob the Treasury. Hence individual instances of hardship must be borne in order to protect the public Treasury.

Your committee are of opinion that the claims allowed by the commissioners and reported to this Congress ought to be paid. They therefore report the accompanying bill and recommend its passage.

APPENDIX "A."

AN ACT making appropriations for the support of the Army for the year ending June thirty, eighteen hundred and seventy-two, and for other purposes.

SEC. 2. That the President of the United States shall be, and he is hereby, authorized to nominate, and, by and with the advice and consent of the Senate, appoint, a board of commissioners, to be designated as commissioners of claims, to consist of three commissioners, who shall be commissioned for two years, and whose duty it shall be to receive, examine, and consider the justice and validity of such claims as shall be brought before them, of those citizens who remained loyal adherents to the cause and the Government of the United States during the war, for stores or supplies taken or furnished during the rebellion for the use of the Army of the United States, in States proclaimed as in insurrection against the United States, including the use and

loss of vessels or boats while employed in the military service of the United States. And the said commissioners in considering said claim shall be satisfied from the testimony of witnesses under oath, or from other sufficient evidence, which shall accompany each claim, taken under such rules as the commissioners may adopt, of the loyalty and adherence of the claimant to the cause and the Government of the United States before and at the time of the taking or furnishing of the property for which any claim shall be made, and of the quantity, quality, and value of the property alleged to have been taken or furnished, and the time, place, and material circumstances of the taking or furnishing of the same. And upon satisfactory evidence of the justice and validity of any claim, the commissioners shall report their opinion in writing in each case, and shall certify the nature, amount, and value of the property taken, furnished, or used as aforesaid. And each claim which shall be considered, and rejected as unjust and invalid, shall likewise be reported, with the reasons therefor; and no claimant shall withdraw any material evidence submitted in support of any claim.

SEC. 3. That said commissioners shall each take the oath of office provided by law to be taken by all officers of the United States, and shall proceed without delay to discharge their duties under this act. The President of the United States shall designate in his appointment one of said commissioners to be president of the board, and shall be authorized to fill any vacancy which may occur, by reason of death or resignation, in said board; and each commissioner shall have authority to administer oaths and affirmations, and to take the depositions of witnesses in all matters pertaining to their duties. The said commissioners shall meet and organize said board and hold their sessions at Washington. Two members of the board shall constitute a quorum for the transaction of business, and the agreement of two shall decide all questions in controversy. The said commissioners shall have authority to make and publish rules for their procedure, not inconsistent with this act, and shall publish notice of their sessions. They shall keep a journal of their proceedings, to be signed by the president of the board, and a register of all claims brought before the board, showing the date of presentation, number, name, and residence of claimant, subject-matter and amount of claim, and the amount, if any, allowed; which records shall be open to the inspection of the President and Attorney-General of the United States, or of such officer as the President may designate.

SEC. 4. That said commissioners shall make report of their proceedings, and of each claim considered by them, at the commencement of each session of Congress, to the Speaker of the House of Representatives, who shall lay the same before Congress for consideration; and all claims within this act and not presented to said board shall be barred, and shall not be entertained by any department of the Government without further authority of Congress.

SEC. 5. That the commissioners of claims shall be paid quarterly under this act at the rate of five thousand dollars per annum each, and they shall have authority to appoint one clerk and one short-hand reporter, to be paid quarterly at the rate of two thousand five hundred dollars per annum each, and one messenger, to be paid at the rate of one thousand two hundred dollars per annum, who shall perform the services required of them respectively, and said board shall be further allowed the necessary actual expenses of office-rent, furniture, fuel, stationery, and printing, to be certified by the president of the board, and to be audited on vouchers, and paid as other judicial expenses are.

SEC. 6. That a sufficient appropriation to carry this act into effect is hereby made out of any money in the Treasury not otherwise appropriated.

Approved March 3, 1871.

(See Statutes at Large, vol. 16, page 524.)

AN ACT to authorize the commissioners of claims to appoint special commissioners to take testimony, and for other purposes.

SECTION 1. *Be it enacted, &c.*, That the commissioners of claims shall have authority to appoint special commissioners to take testimony, to be used in cases pending before them, who shall have authority to administer oaths and affirmations, and to take the depositions of witnesses: *Provided*, The claimants shall pay the fees of such special commissioners for taking the depositions of witnesses called by them; but such fees shall in no case exceed ten cents per folio if the claim is less than one thousand dollars.

SEC. 2. That any person who shall knowingly and willfully swear falsely before the said commissioners of claims, or either of them, or before any special commissioner appointed by virtue of this act, in any matter or claim pending before said commissioners, shall be deemed guilty of perjury, and, on conviction thereof, shall be punished in the same manner prescribed by law in cases of willful and corrupt perjury.

SEC. 3. That the commissioners of claims may appoint and employ agents, but not

more than three at any time, whose duty it shall be, under the direction and authority of said commissioners, to investigate claims pending before them, to procure evidence, to secure the attendance of witnesses on behalf of the Government, and to examine the same, and to cross-examine the witnesses produced by claimants, and to perform such other duties as may be required of them by said commissioners, who may discharge them at any time. The said agents shall be allowed their actual and necessary traveling expenses, the expenses paid out in investigating claims, procuring witnesses, and taking testimony, and six dollars a day while employed in the discharge of their duties; of all which, at the end of each month, they shall make a statement in detail, specifying the amounts by them paid out, to whom paid, when and where and for what purpose, and the number of days employed in their duties, and shall transmit the same, duly certified, to the commissioners. But no claim where the amount exceeds ten thousand dollars shall be examined, decided, and reported by the commissioners to Congress, except the testimony on behalf of the claimant in such case shall have been taken orally before the commissioners or some one of them personally, or shall have been taken previous to the third day of March, eighteen hundred and seventy-one, to be used in the Court of Claims, or before some Department of the Government.

SEC. 4. That the commissioners may employ three additional clerks at a salary of one thousand two hundred dollars per year; and may employ, at the usual rates, such assistance for the short-hand reporter as may be necessary, from time to time, in reporting, copying, and preparing for Congress the oral testimony taken in cases before the said commissioners.

SEC. 5. That all the expenses incurred under the provisions of this act shall be allowed and paid in the same manner and out of the same appropriation provided for in the act organizing the said commissioners of claims, being an act entitled "An act making appropriations for the support of the Army for the year ending June thirtieth, eighteen hundred and seventy-two, and for other purposes," approved March third, eighteen hundred and seventy-one.

SEC. 6. That it shall be the duty of the said commissioners of claims to receive, examine, and consider the justice and validity of such claims as shall be brought before them of those citizens who remained loyal adherents to the cause and Government of the United States during the war, for stores or supplies taken or furnished during the rebellion for the use of the Navy of the United States, in the same manner and with the like effect as they are now required by law to do in the case of stores or supplies taken or furnished for the use of the Army.

Approved May 11, 1872.

(See Statutes at Large, vol. 17, page 97.)

AN ACT to extend for four years the act establishing the board of commissioners of claims, and the acts relating thereto.

Be it enacted by the Senate and House of Representatives of the United States in Congress assembled, That the second, third, fourth, fifth, and sixth sections of the act entitled "An act making appropriations for the support of the Army for the year ending June thirtieth, eighteen hundred and seventy-two, and for other purposes," approved March third, eighteen hundred and seventy-one; and the act entitled "An act to authorize the commissioners of claims to appoint special commissioners to take testimony, and for other purposes," approved May eleventh, eighteen hundred and seventy-two, be and the same are hereby extended and continued in force for four years from the tenth day of March, anno Domini eighteen hundred and seventy-three.

SEC. 2. That the commissioners of claims shall not receive any petition for the allowance of any claim or claims, unless such petition shall be presented to and filed with them on or before the third day of March, eighteen hundred and seventy-three; and all claims not so presented shall be deemed to be barred forever thereafter.

Approved March 3, 1873.

(See Statutes at Large, vol. 17, page 577.)

BRIG. GEN. WILLIAM THOMPSON.

MAY 4, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. DAVIS, by unanimous consent, from the Committee on Revolutionary Pensions and War of 1812, submitted the following

REPORT :

[To accompany bill H. R. 1638.]

The Committee on Revolutionary Pensions and War of 1812, to whom was referred the bill (H. R. 1638) for the relief of the heirs of Brig. Gen. William Thompson, of the revolutionary Army, having had the same under consideration, report :

That William Thompson was a brigadier-general in the continental service in the war of the Revolution.

By a resolution of Congress, adopted on the 15th of May, 1778, it was provided "that all officers commissioned by Congress, who now are, or who may hereafter be, in the service of the United States, and shall continue therein during the war, shall, after the conclusion of the war, receive annually, for seven years, if they live so long, one-half the present pay of such officers."

By a resolution adopted August 24, 1780, it was declared "that the resolution of the 15th day of May, 1778, granting half-pay for seven years to the officers of the Army who should continue in the service to the end of the war, be extended to the widows of those officers who have died, or who shall hereafter die, in its service, to commence from the time of such officers' death and continue for the term of seven years; or if there be no widow, or in the case of her death or intermarriage, the said half-pay be given to the orphan children of the officer dying as aforesaid, if he shall have left any, and that it recommend to the legislatures of the respective States, to which such officers belong, to make provisions for paying the same on account of the United States."

This claim is based upon these resolutions of Congress, and was first brought by Robert C. Thompson, administrator and a grandchild of General William Thompson, in 1854, and a bill was introduced into the Senate allowing the claim. This bill was referred to the Committee on Revolutionary Claims, reported upon favorably by the committee, and passed the Senate. In the House, it was referred to the Court of Claims for a report. From the report of the Court of Claims and the evidence, it fully appears that William Thompson was a brigadier-general in the revolutionary war, and that he died in service (or a prisoner on parole) in 1780, and that he left a wife and children, who have since died, leaving children.

The court say that there was no evidence before them that Catharine Thompson was the widow of General Thompson, nor did it appear be-

fore the court that she lived unmarried seven years after his death, or for any specified period after that event, or that she died or married again before the expiration of the seven years.

There is evidence, which was not before the Court of Claims, which shows that Catharine Thompson was the widow of General Thompson, and that she remained and died his widow in 1809, but the court say that "independently of any defects in the evidence, the claim is barred by the statute of limitations," and that the claimants have no cause of action. Notwithstanding this report of the Court of Claims, the House Committee on Revolutionary Claims reported a bill on the 29th May, 1858, in favor of the payment of the seven years' half-pay. This bill was not acted upon, and no action was taken by the next Congress.

Robert Thompson died, and the claim was revived before the Forty-first Congress by the petition of Fannie Thompson, a great-grandchild and administratrix *de bonis non*. On the 3d June, 1870, the Senate Committee on Revolutionary Claims made a report, accompanied by a bill, granting the seven years' half-pay, and recommending its passage. This was not acted upon.

Application was again made to the Forty-second Congress, and on the 30th May, 1872, the Senate Committee on Revolutionary Claims reported again in favor of the claim, accompanying the report by a bill granting seven years' half-pay. This was not acted upon.

There is no explanation of the long delay in the presentation of this claim, and the present bill only asks that the Court of Claims be authorized and directed to adjudicate the claim upon its merits, without regard to the statute of limitations, authorizing the court to use the evidence heretofore taken.

The application to be allowed to be heard before the Court of Claims upon the merits, seems to the committee reasonable, and they recommend the passage of the bill, with a proviso that in no event shall more than the principal that may be found due upon such claim be allowed, and the bill is reported back so amended, with the recommendation that it do pass.



HEIRS OF JAMES BARNETT.

MAY 4, 1876.—Laid on the table and ordered to be printed.

Mr. DAVIS, by unanimous consent, from the Committee on Revolutionary Pensions, submitted the following

REPORT:

[To accompany bill H. R. 462.]

The Committee on Revolutionary Pensions and of the War of 1812, to whom was referred the bill (H. R. 462) granting additional pay to the heirs of James Barnett, have had the same under consideration, and report:

I. James Barnett was a lieutenant in the revolutionary war in the continental line, and served seven years and nine months.

II. In 1809 he received bounty-lands to the amount of 3,444 acres.

III. In 1833, under an act passed March 2 of that year, he received \$3,230.30, being the full amount of his commutation pay (as lieutenant) of five years' full pay, in lieu of half-pay for life, under the act of Congress.

IV. He died in the year 1835. Alex. Miller, now living, married the only child of the said James Barnett, and applies on behalf of his heirs for the payment of the difference between the pay of a captain and a lieutenant, alleging that the said James Barnett was a captain in the Revolutionary Army, and entitled to pay as such. This claim is supported by the affidavit of Alex. Miller, now aged 91 years, and there is on file, in the auditor's office of the State of Ohio, "an unofficial printed list of officers of the revolutionary war," in which the name of James Barnett appears as a captain, but this claim to a captaincy seems not to have been recognized by Congress in 1833, nor was it recognized by the land-office in Virginia, the official records of which show that land-warrants were issued to him in 1809 as "Lieut. James Barnett."

The committee have information as to the character and standing of the affiant, Alex. Miller, which satisfies them of the sincerity and honesty of his convictions as to the truth of what he says, but these statements relate to transactions long passed, and the accuracy of memory, when not supported by, but in conflict with the official record and with the action of the land-office in 1809 and of Congress in 1833, cannot be a safe guide.

The committee think the claim is not supported by sufficient evidence, and recommend that the bill do not pass.

HEIRS OF RICHARD HALE.

MAY 4, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. DAVIS, by unanimous consent, from the Committee on Revolutionary Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3366.]

The Committee on Revolutionary Pensions and War of 1812, to whom was referred the petition of James Hale and others, heirs of Richard Hale, deceased, have had the same under consideration, and report:

I. That Richard Hale was a pensioner of the war of 1812, on the roll of the agency at Knoxville, Tenn., and that his name was stricken from the pension-roll under the act of February, 1862. This was by reason of his residence in that part of the country cut off from communication with the Government.

II. That Richard Hale was, during the time that he lived, a Union man, and "never sympathized with the rebellion in any wise," and that he died on the 19th day of April, 1864, leaving the petitioners his heirs at law.

III. That he was last paid his pension on the 4th day of March, 1861, and died during the war without having had an opportunity of securing a restoration of his name to the pension-rolls, to which he would have been entitled if he had lived; and in that event he would have been entitled to pay from the 4th day of March, 1861, to the 19th day of April, 1864, to wit, three years, one month, and fifteen days, amounting to three hundred dollars, (\$300.)

The committee are of opinion that the legal representative of Richard Hale, deceased, is entitled to this sum, to be disposed of as prescribed by the laws of Tennessee for the distribution of the personal estate of deceased persons, and they recommend the passage of the accompanying bill.

WILLIAM GEMMILL.

MAY 4, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

MR. ALPHEUS S. WILLIAMS, by unanimous consent, from the Committee on Military Affairs, submitted the following

R E P O R T :

[To accompany bill H. R. 3114.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 3114) for the relief of William Gemmill, having had the same under consideration, respectfully report :

This is a claim for quartering and boarding twelve men of the Seventh United States Cavalry during a terrific snow-storm, in April, 1873. A portion of this regiment was encamped in the suburbs of Yankton, and during the storm, which lasted for three days and was of extraordinary violence, the men were driven from their tents and took shelter in neighboring houses. Most of the claims which grew out of this compulsory hospitality have been settled and paid, while this one, which the claimant swears was duly filed with the proper officer, appears to have been mislaid or overlooked; and, when subsequently sent to the regimental quartermaster, was returned with indorsements: 1. That too many days—five days instead of three—are charged. 2. That the charges for board and lodging (\$1.25 per day) is too high, “as the rate claimed and paid in the majority of cases for board and lodging was fifty cents a day.”

The claim has since been rejected by the Chief Commissary of Subsistence on the ground that “the evidence is not sufficient to warrant recommendation for payment by this Office.”

The proof is abundant that at least twelve men of the Seventh United States Cavalry were sheltered and fed for the three days of this great storm. The claim for the two additional days after the storm was over is not well sustained. The claimant swears that “the average of boarders and lodgers among the soldiers during the last two days was more than twelve,” and other affidavits state that soldiers were coming and going for two days after the storm. And yet the claimant must have known that these soldiers were abundantly supplied in their camp, and that the necessity for his boarding and lodging them had ceased. His voluntary act of boarding and lodging, therefore, is not a just claim against the Government.

Your committee, therefore, report back the bill with an amendment striking out “seventy-five dollars” and inserting thirty-six dollars; and so amended we recommend that it do pass.

ALFRED ROULAND.

MAY 4, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, by unanimous consent, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 3367.]

The Committee on Military Affairs, to whom was referred the petition of Alfred Rouland, late of the Twenty-third and Twenty-eighth Regiments, Michigan Volunteer Infantry, having had the case under consideration, respectfully submit the following report:

That from the testimony in this case it appears that the said Alfred Rouland was enrolled and mustered into the Twenty-third Michigan Infantry on the 18th day of January, 1864, "for three years or during the war." He was at the time of his muster a mere youth of less than seventeen years of age. It is in evidence that he served with marked fidelity during Sherman's campaign from Chattanooga to Atlanta, and in Thomas's campaign in Tennessee, including the battles of Franklin and Nashville, and afterward in the capture of Fort Anderson and Wilmington, N. C.

The captain of his company, John Hamilton, (now a minister of the Methodist Episcopal Church,) testifies "that during said Rouland's connection with said company, before his transfer to the Twenty-eighth Michigan Infantry, he was always a brave, faithful, and efficient soldier, and never for a moment flinched in any duty; that he was one of the best soldiers of said company, though being then a mere stripling of seventeen or eighteen years; and that it is his confident belief that said Rouland would have been one of the last men in the Army to have intentionally deserted, and that he is entitled to an honorable discharge on account of his faithful service."

In June, 1865, the Twenty-third Regiment was mustered out of service, and young Rouland was transferred to the Twenty-eighth Michigan Infantry, and made a corporal in Company F of that regiment. The testimony of Lieut. C. H. DeClute, commanding the company in this regiment, says: "During the time he (Rouland) was with me, which was till after the conclusion of hostilities, he was a brave, faithful, and efficient soldier. When he left the company he was sick, and I am of opinion that he was in great danger of dying. There was, I am convinced, no intention on his part to desert, but his action was a desperate attempt to save his life. Before he could rejoin his regiment it was mustered out." The petitioner left the hospital at Wilmington on the 16th of April, 1866, nearly one year after hostilities had ceased. His regiment returned to Michigan, and was mustered out soon afterward.

It is in testimony that he had suffered sometime previously from fever and ague and intermittent fevers, and was much emaciated and reduced in strength and spirits, so much so that after reaching the home of his brother in Michigan his life for sometime was considered in great danger, and he did not wholly recover for months afterward.

In view of the premises, and especially considering the long and faithful service of this young soldier, extending to a period of nearly a year beyond the fair construction of his contract of service with the Government, and the despondent condition of his mind resulting from the peculiar and severe character of the petitioner's illness, your committee are of the opinion that the stigma of desertion should be removed from his military record, and that he is justly entitled to an honorable discharge.

Your committee, therefore, recommend the passage of the accompanying bill.

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VENTILATION OF THE HOUSE OF REPRESENTATIVES.

MAY 5, 1876.—Ordered to be printed.

Mr. YOUNG, from the Committee on Public Buildings and Grounds, submitted the following

REPORT:

HOUSE OF REPRESENTATIVES,
Washington, D. C., May 4, 1876.

Hon. WILLIAM S. HOLMAN,
Chairman House Committee Public Buildings and Grounds:

SIR: The subcommittee, charged with the duty of devising the necessary means for the proper ventilation of the Hall of the House of Representatives, under House resolution 380, beg leave to report, that, after having carefully examined a great number of plans and propositions, submitted to them upon that subject, they arrived at the conclusion that it was advisable to refer the entire matter to a board composed of scientific Government officers, and they therefore requested Prof. Joseph Henry, of the Smithsonian Institution, Lieut. Col. Thomas L. Casey, of the Army Engineer Corps, Professor Billings, of the Medical Department of the Army, Mr. F. Schumann, Assistant Supervising Architect of the Treasury Department, and Mr. Edward Clark, Architect of the Capitol, to act as members of said board, and to advise the subcommittee of the most practical and economical method of attaining the object in view.

The committee would further report that, from the investigations which they have made, and the concurrent testimony of many scientific gentlemen, they are of the opinion that the present ventilation afforded the Hall of the House of Representatives is so imperfect and defective as to be dangerous to the health of those who occupy it for any considerable length of time.

The board of Government officers above referred to have made a preliminary report to the subcommittee, setting out the defects in the present system of ventilation, and recommending the application of certain remedies for immediate temporary relief, which will, according to their estimate, require an expenditure of \$4,600. This report is accompanied by a letter from Professor Henry, president of the board, both of which are hereto attached, and marked respectively, Exhibits A and B.

The subcommittee would respectfully recommend that the suggestions set forth in these papers be adopted, and that Congress be asked to appropriate the amount of money asked for, in order that the work may be commenced at once. All of which is respectfully submitted.

CASEY YOUNG, *Chairman.*
CARTER H. HARRISON,
H. M. PLAISTED.

Subcommittee of Public Buildings and Grounds.

A.

WASHINGTON, D. C., April 20, 1876.

REPORT OF A BOARD OF UNITED STATES OFFICERS CONVENED BY REQUEST OF THE SUBCOMMITTEE ON PUBLIC BUILDINGS AND GROUNDS TO ADVISE WITH REGARD TO THE VENTILATION OF THE HOUSE OF REPRESENTATIVES.

The board find, as the result of examination of the various reports submitted to them, and of personal inquiry and observation, that the principal cause of trouble at present in the main hall is the insufficient supply of air. The impurities now existing in the air which is supplied through the main duct from the exterior opening are considered to be of small importance in comparison with the defect in quantity.

This insufficient supply the board finds to be due to the want of sufficient openings and register-surface in the floor of the House, owing to the closure of a part of the original openings. The result of this is that not more than about 12,000 feet of air per minute can be forced in without producing draughts and currents, to the discomfort of many of the members.

The board is of the opinion that for the use of those upon the floor of the House alone not less than 50 cubic feet of air per minute per man should be furnished, and that this supply should be calculated for not less than four hundred persons, making the supply required, excluding the galleries, 20,000 cubic feet of air per minute.

In the opinion of the board the remedy is to increase the number of openings in the floor of the House by cutting holes in the back risers of the platform of the outer tier of seats, and by placing registers in all parts of the House except that immediately occupied by the seats and desks; such registers to be of sufficient number and size to, if possible, triple or even quadruple the present area of opening. This can be done at once, without in any way interfering with the session of the House.

The board find further that, as the exhaust-fans are taking more air out of the hall than enters it by the floor fresh-air supply, the deficiency is practically made up by a passage of air from the corridors and lobbies, which air is rendered impure from several sources. A part of these impurities comes from the basement and cellar, from the kitchen, restaurant, water-closets, and perhaps, at times, from the main sewer beneath the building.

The board recommend that immediate steps be taken to ventilate this sewer into the main furnace-shaft, that ventilation be applied in the basement, that the water-closets in the cellar be entirely removed, and other provisions made for the accommodation of those employed in the cellar; and that the whole of the two stories beneath the main floor, and the space beneath the floor, if possible, be subjected to a thorough cleansing and disinfection.

The board also find, that at times the doors between the fan-room and engine-room, and between the engine-room and kitchen, are left open, the result of which is that the air from these rooms is then drawn directly into the fresh-air supply of the House; and the board therefore recommend that bulkheads be built cutting off all communication between the engine-room and the kitchen, and that the engineer be instructed to keep the door of the fan-room constantly locked, except at those times when he is himself present in the fan-room.

The total expense of the changes and alterations recommended above, is estimated at \$3,650; and by making them, it is believed that the discomfort of the House, arising from defective ventilation, will be greatly relieved for the remainder of the present session. To put the heating and ventilation of the House into proper and satisfactory condition, so that it shall be efficient in both winter and summer, will require other means, with regard to which the board will report hereafter.

All of which is respectfully submitted.

JOSEPH HENRY,

Secretary of the Smithsonian Institution, President of the Board.

THOS. L. CASEY,

Lieutenant-Colonel Corps of Engineers, U. S. A., Member of the Board.

EDWARD CLARK,

Architect United States Capitol, Member of the Board.

F. SCHUMANN,

Civil Engineer Treasury Department, Member of the Board.

JOHN S. BILLINGS,

Assistant Surgeon U. S. A., Secretary of the Board.

B.

WASHINGTON, D. C., April 20, 1876.

HON. CASEY YOUNG, M. C.,

Chairman Subcommittee on the Ventilation of the House of Representatives:

SIR: Herewith inclosed I have the honor to transmit the preliminary report of the board of United States officers, convened in accordance with the request of your committee, to consider the best means to improve the ventilation of the House of Representatives. This report is a preliminary one, and is intended to recommend measures which can be at once applied, and will afford relief for the remainder of the session, without much expense and without causing much inconvenience to Congress.

In connection with this report I am requested by the board to state that it is desirable that certain instruments shall be constructed for the purpose of registering accurately the work done by the ventilating machinery of the House. They also desire to employ an expert machinist to examine in detail the steam-heating apparatus and pipes, and to determine what, if any, part of this is available for future use. For these purposes the board requests that the sum of one thousand dollars (\$1,000) be allowed, to be expended under their direction for the purposes above indicated.

Very respectfully, your obedient servant,

JOSEPH HENRY,

Secretary of Smithsonian Institution, President of the Board.

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CALEB L. BRAYTON.

MAY 5, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. AINSWORTH, from the Committee on Private Land-Claims, submitted the following

REPORT:

[To accompany bill H. R. 1997.]

The Committee on Private Land-Claims, to whom was referred the bill (H. R. 1997) granting title to certain lands to the heirs of Caleb L. Brayton, have had the same under consideration, and find the following facts:

That under the provisions of an act of Congress approved August 4, 1842, entitled "An act to provide for the armed occupation and settlement of the unsettled part of the peninsula of East Florida," Caleb L. Brayton settled upon and improved certain lands in said Territory of Florida within the limits of land subject to settlement and entry under said act. That due, full, and complete proof of the right of said party to locate said lands has been made. That the United States at first suspended issue of patent under said permit for the reason that no township plat was on file. Subsequent to that time the land was conveyed as swamp-land to the State of Florida in disregard of the rights of said Caleb L. Brayton, and has since been sold and conveyed by said State. While the heirs of said Brayton are entitled to a patent for the land and might recover the same by suit, still his heirs being willing to accept a permit to locate one hundred and sixty acres of land in lieu of that erroneously taken from them, make the following recommendation:

That the bill do pass.

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BENJAMIN L. CORNISH.

MAY 5, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

MR. HURLBUT, from the Committee on Military Affairs, submitted the following

REPORT :

[To accompany bill S. 560.]

The Committee on Military Affairs, to whom was referred Senate bill No. 560, beg leave to report :

That they adopt the Senate report herewith, and in addition make part of their report the letter from the Adjutant-General of the Army, herewith filed, of date of April 15, 1876, and recommend the passage of the bill.

[Forty-fourth Congress, first session. Senate. Report No. 120.]

IN THE SENATE OF THE UNITED STATES. MARCH 6, 1876.—Ordered to be printed.

MR. SPENCER submitted the following report, (to accompany bill S. 560.)

The Committee on Military Affairs, to whom was referred the petition for the relief of Benjamin L. Cornish, having had the same under consideration, submit the following report :

The proof shows that Benjamin L. Cornish was commissioned by James T. Lewis, governor of Wisconsin, as a second lieutenant of Company I, Thirty-second Wisconsin Volunteer Infantry, with rank from November 11, 1874; that from that date he performed all the duties and incurred all the responsibilities and expenses incident to his position as second lieutenant. Owing to the departure of his regiment on the march from Atlanta to Savannah soon after he was commissioned, he was never mustered into the service as a second lieutenant, and, therefore, was not paid as a second lieutenant.

Inasmuch as the proof is clear that the beneficiary performed the duties and incurred the responsibilities of a second lieutenant, the committee recommend the passage of the accompanying bill for his relief.

The proof does not show whether the beneficiary received any pay for his services in the Army during the time for which he claims pay as a second lieutenant. It is therefore provided in the bill that whatever pay he may have received shall be deducted from the amount to be paid to him.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
Washington, April 15, 1876.

GENERAL: Referring to your request for further information in the case of Benjamin L. Cornish, claimant as second lieutenant, Company D, Thirty-second Wisconsin Volunteers, I have the honor to invite your attention to a letter of the 25th ultimo, from this Office, and to add that it appears that Second Lieut. William A. Tanner, of the same company, was commissioned as first lieutenant the same date (December 16, 1864) the commission as second lieutenant was issued to Mr. Cornish, but, inasmuch as Mr. Tanner, who was on detached duty during the entire period in which Sergeant Cornish

BENJAMIN L. CORNISH.

filled his place in the company, was never mustered in under his promotion, there was no vacancy for Mr. Cornish, and he is therefore debarred, under existing laws and regulations, from being recognized as a commissioned officer. The case is one fully deserving legislative relief, for there is no doubt as to the claimant having performed the duties under his commission in good faith from December 16, 1834, and the company had the number of men required by law to entitle it to a full complement of officers.

Very respectfully, your obedient servant,

E. D. TOWNSEND,
Adjutant-General.

General S. A. HURLBUT,
Committee on Military Affairs, House of Representatives, Washington, D. C.



MARIA B. LEMMON.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 1137.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 1137) for the relief of Maria B. Lemmon, beg leave to report:

That they have had the same under consideration, and find the following facts from the evidence: That John C. Lemmon, husband of the petitioner, was the original colonel of the Tenth Regiment of New York Cavalry Volunteers, which position he resigned on the 3d day of April, 1863, by reason of ill-health.

That afterward, on the 10th day of June, 1863, he was recommissioned colonel of the same regiment, and was an applicant for muster-in.

That charges were preferred against him, principally of incompetency, by several officers, some of his own regiment, and others of his immediate superiors.

Such charges were referred to the Judge-Advocate-General, and a report was made by him to the then President, upon which report Mr. Lincoln indorsed an order, not strictly in official form, that Colonel Lemmon should be mustered in as of June 10, 1863, when he was commissioned.

Upon inquiry made at the War Department why this order of Mr. Lincoln was not carried out, the Adjutant-General of the Army reports that the Tenth New York Cavalry did not have the requisite number of men to entitle the regiment to a colonel under existing orders.

This appears to your committee to be final and conclusive; and, in addition, the committee are compelled to say that the military record of Colonel Lemmon is not such as to cause them to believe that he should be paid for the time he claims, when he certainly did not perform service.

JOHN C. GRIFFIN.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

REPORT :

The Committee on Military Affairs, to whom was referred the memorial of John C. Griffin, late second lieutenant Company E, Third East Tennessee Cavalry, praying pay before his muster-in as such lieutenant, beg leave to report :

That it appears from the evidence on file that the memorialist was commissioned as second lieutenant Company E, Third East Tennessee Cavalry, by Governor Andrew Johnson; that such commission bears date the 23d day of February, A. D. 1863; no evidence is given when it was received; that he was mustered in on the 11th day of April, 1863. The commission and muster-in roll are evidence of these facts. No evidence is furnished outside of the memorial itself to show that he entered on duty as an officer under competent authority before his muster-in, and no reason given why the muster-in was delayed until April 11th.

Under this state of proof the committee recommend that the prayer of the memorialist be not granted, and recommend further that the memorial be laid upon the table.

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JOHN R. ROCHE.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

REPORT:

The Committee on Military Affairs, to whom was referred the memorial of John R. Roche, late disbursing clerk of the War Department, have considered the same, and beg leave to report that the memorialist shows no just claim to the extra compensation demanded, and beg to be discharged from the further consideration of the same.

○

ELKANAH HUDDLESTON.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 638.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 638) for the relief of Elkanah Huddleston, beg leave to report:

That no evidence has been presented to them except the affidavit of the claimant. That he asks pay as an officer before muster in and while on recruiting-service. That no evidence of appointment or authority is submitted, and no evidence of duty done, except in his own affidavit.

Your committee therefore recommend that the bill do lie upon the table.

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CHARLES D. C. WILLIAMS.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 502.]

The Committee on Military Affairs, to whom was referred the bill H. R. 502, report:

That the claim has been regularly disallowed by every accounting-officer and by the War Department.

That the evidence filed does not sustain the claim. That the services alleged belong to the recruiting service, and, if true, should have been settled long since by the proper authorities. No reason is given for overruling the action of the War Department and the Second Auditor.

They therefore recommend that the bill do lie upon the table.



ELIJAH CUDGINGTON.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

REPORT :

The Committee on Military Affairs, to whom was referred the petition of Elijah Cudgington, for compensation as scout under Major-General Thomas, in Tennessee, beg leave to report :

That no sufficient evidence is presented in this case ; but, on the contrary, the evidence indicates very strongly that no such services were rendered under any competent authority.

The claim of the petitioner is not sustained by any proper evidence of employment.

The committee, therefore, report to lay the petition on the table.



THOMAS RAINS.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

REPORT:

The Committee on Military Affairs, to whom was referred the petition in the case of Thomas Rains, respectfully report:

That there is no sufficient evidence produced before the committee of service rendered the United States under competent authority to bind the United States.

That the testimony is wholly *ex parte*, and no proper record evidence of commission or appointment has been produced.

That the services, if any rendered, were for recruiting, and should have been settled long since, if just, by the War Department.

They therefore recommend that the petition lie on the table.



JAMES A. DOUGHTY.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

R E P O R T :

The Committee on Military Affairs, to whom was referred the petition of James A. Doughty, beg leave to report:

That no evidence has been produced that the petitioner ever was commissioned or performed duty in the capacities for which he claims pay. On the contrary, the records of the War Department prove a distinct negative of the proposition under which he seeks relief.

They therefore recommend that the petition lie upon the table.

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WILLIAM WITHERNOW.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

R E P O R T :

The Committee on Military Affairs, to whom was referred the petition of William Withernow, beg leave to report :

That no evidence whatever except the petition has been submitted to the committee.

On the face of the petition the request cannot be granted.

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JANE JAMESON.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HURLBUT, from the Committee on Military Affairs, submitted the following

REPORT:

The Committee on Military Affairs, to whom was referred the petition of Mrs. Jane Jameson, beg leave to report :

That the petition and documents show a case in which the petitioner showed much kindness to the wounded after the battle of Wilson's Creek, and probably incurred some expense and much inconvenience, but no case is made which, in the judgment of the committee, establishes a claim upon the United States.

They therefore recommend that the bill lie upon the table.

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LEAVENWORTH STREET-RAILROAD COMPANY.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. TERRY, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bills H. R. 156 and S. 25.]

The Committee on Military Affairs, to whom have been referred bills (H. R. 156 and S. 25) relating to the right of way "to the Leavenworth Street-Railroad Company across the Fort Leavenworth military reservation," have had the same under consideration, and beg leave to report :

That it appears from a letter of the Secretary of War, covering a telegram from Brevet Major-General John Pope, herewith filed as a part of this report, marked respectively "A" and "B," that the right of way across said reservation "would be an unmitigated evil," &c.

Your committee, therefore, report adversely to the passage of said bills.

All which is respectfully submitted.

EXHIBIT A.

WAR DEPARTMENT, *February 21, 1876.*

Referring to Senate bill No. 25, Forty-fourth Congress, first session, "granting right of way to the Leavenworth Street-Railroad Company across the Fort Leavenworth military reservation," (which has passed the Senate and was reported to the House of Representatives on the 15th instant,) the Secretary of War has the honor to transmit to the House of Representatives copy of telegram from Brevet Major-General John Pope, stating that it would be an injury to the public interests to grant the right of way referred to.

The report which General Pope says he has forwarded upon this subject will be transmitted to the House as soon as received.

WM. W. BELKNAP,
Secretary of War.

EXHIBIT B.

FORT LEAVENWORTH, KANS., *February 16, 1876.*

W. W. BELKNAP,
Secretary of War :

The right of way for street-railroad from Leavenworth to this post would be an unmitigated evil to the public interest, and greatly impair, if not destroy, the value of this reservation for military purposes or military prison. Report forwarded by mail to-day.

JOHN POPE,
Brevet Major-General.

MAJ. FOSTER A. HIXON.

MAY 5, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. THORNBURG, from the Committee on Military Affairs, submitted the following

R E P O R T :

[To accompany bill S. 333.]

The Committee on Military Affairs, to whom was referred the bill (S. No. 333) for the relief of Maj. Foster A. Hixon, late a paymaster in the Army, have had the same under consideration, and beg to submit the following report:

The claimant, who is a resident of Yates County, New York, was a paymaster in the Army from some time in the year 1864 until August, 1867.

On the 1st day of March, 1867, he received from the assistant treasurer of the United States at Charleston, S. C., on the check of Maj. C. W. Wingard, the chief paymaster, the sum of fifty thousand dollars, for the purpose of paying troops at Savannah, Ga. The money was received in five separate packages, each containing ten thousand dollars. One package contained national-bank bills. One was of small bills and fractional currency. Three were sealed packages of Treasury notes. Major Hixon took the money to his boarding-house in Charleston, placed it in a leather bag carefully locked; and locked the same in his room, and remained with it until about the time for the steamer to leave for Savannah, when, leaving his room securely locked, he went for a short time to procure assistance to take his baggage to the steamer. He took passage on the steamer Dictator for Savannah, taking with him the said leather bag in which he had placed the money, which he placed in his state-room, where he remained with it until the next morning. The door of his state-room was locked during the night, and while he was at his breakfast in the morning.

On reaching his office in Savannah, March 2, at about 9 a. m., he discovered, on opening his bag, for the first time, that the package of \$10,000 in national-bank notes was missing.

The evidence in the case establishes that it was about 2.30 o'clock p. m. when Major Hixon received the money. A Mr. Gardner, the clerk at the house where Hixon was boarding, (it had been a public hotel, but was not then kept as such,) was with him, and went with him to his room, assisting in carrying the money. Major Hixon's room was an adjoining one to that occupied by Paymaster Wingard, and there was also a person of the name of Charles E. Hooks, watchman of the building. Hooks had pass-keys to the rooms, but that was unknown to

Major Hixon at the time, and he only learned it after the discovery of the theft.

Your committee adopt, as fully sustained by the evidence, the following extracts from the report of the Senate Committee on Claims, which reported the bill and recommended its passage:

It further appears that Hooks left that night after Hixon's departure and went North; that he was subsequently arrested in Connecticut, being charged with the theft of this money, taken to Charleston, S. C., and kept in confinement until January, 1868, when he was released for the reason that the public prosecutor thought the evidence furnished was not sufficient to secure a conviction.

On Major Hixon's arrival at Savannah on the 2d of March, he immediately notified Paymaster Wingard that he had been robbed of \$10,000, and a detective named M. L. Burnell was at once employed to work up the case. He did not succeed in securing the thief; his report, however, shows that he became satisfied that Major Hixon had been robbed. Mr. M. L. Burnell is now dead.

Paymaster-General Alvord, in reporting upon the case, says:

"Mr. Burnell, from his investigation, (which appears to have been thorough,) became satisfied that said theft was not committed on the steamer, but at the boarding-house in Charleston, at the time Major Hixon left his room to get assistance to take his baggage to the steamer, or to go to supper; for Major Wingard states that such was the object of his absence."

The testimony in the case shows that Major Hixon acted prudently, and with reasonable care and diligence in the premises, to protect the money in his charge. The evidence seems to be conclusive that Major Hixon is a man of great probity of character.

Paymaster Wingard, in his letter of March 5, 1867, speaks of him as "a valuable and faithful officer." And in his affidavit of January 8, 1874, he says:

"I had known Colonel Hixon as a paymaster about two years, at the time he was robbed. His character for integrity and honesty was above reproach or suspicion. While subject to my orders as chief paymaster, he discharged most efficiently and satisfactorily all his duties as paymaster; and from all the circumstances surrounding his loss of Government funds, I am entirely satisfied he was robbed, and should be relieved by Congress of all censure or pecuniary responsibility in the premises."

Hon. William H. Lamport, member of the House of Representatives from the State of New York, says:

"I know Major Hixon to be an honorable man; his general reputation is good; his means now are very limited; he is an easy, clever man, and a man of character and intelligence. I do not think any individual who knows Major Hixon would have any doubt of the truth of his statement."

Hon. Walter S. Hubbell, of New York, says:

"For a long period of years I have been personally acquainted with Foster A. Hixon, late paymaster in the United States Army, and have always regarded him as a gentleman whose integrity and honesty were beyond all suspicion, either in his public or private relations, nor have I ever heard them called in question or his well-known character in these particulars aspersed by his most determined personal or political opponents. I believe him to be trustworthy and faithful under all circumstances, however trying."

Paymaster A. G. Salisbury, United States Army, after testifying to the good standing of Major Hixon, concludes as follows:

"I have no hesitation whatever in saying that were Colonel Hixon and his bondsmen relieved from the necessity of indemnifying the Government for this loss, I do think but a simple act of justice would be done a painstaking, faithful, and meritorious officer."

Manning C. Wells, esq., attorney at law, of Canandaigua, N. Y., says of Major Hixon:

"I have known Foster A. Hixon well, part of the time intimately, for nearly twelve years. I have always found him a gentleman and a man of honor. I know him to be incapable of anything in derogation of that character."

Numerous other testimonials from prominent men are on file in the case as to the high character for integrity of Major Hixon, among which is one from E. M. Morse, esq., late surrogate of Ontario County, New York; one from Edwih Hicks, esq., for thirteen years district attorney of the same county; one from Hon. William H. Smith, late county judge of said county; one signed by Ex-Judge Lewis, Ex-Judge Briggs, and Judge Oliver, of Gates County, and by the district attorney of said county, and Hon. D. Morris, a former member of this House; one from Hon. James C. Smith, a justice of the su-

preme court, residing at Canandaigua, N. Y., and one from Hon. C. S. Lincoln, member of assembly from Ontario County, and Hon. E. G. Lapham, a member of the present Congress.

The Senate report further states that Paymaster-General Alvord, in concluding a report on the case, uses this language :

All the testimony at my command shows the high character and unquestioned integrity and fidelity of Major Hixon, and I am, upon careful study of the case from all the lights furnished by the records, forced to the conviction that he was robbed of the sum of \$10,000, and has a just and equitable claim for relief from Congress for the same.

The report concludes as follows :

A bill of relief passed the House at the last session of Congress. The present bill proposes simply to give Major Hixon a hearing in the Court of Claims, authorizing him to be a witness in the case. For this course there is precedent. As one case in point, your committee refer to the act for the relief of Col. Daniel McClure, Assistant Paymaster-General, approved February 24, 1874.

It is believed, however, by your committee, that such special innovations on the general rule of evidence in force in the Court of Claims should not be encouraged by Congress. It is, however, deemed proper that petitioner should have an opportunity to be heard before the proper accounting-officers of the Treasury Department, and they therefore report back Senate bill No. 333, with the following amendment, in the nature of a substitute, and recommend its passage: Strike out all after the word "seven" in line 8 of printed bill, and insert the following in lieu thereof: "shall be, and hereby is, referred to the proper accounting-officers of the Treasury Department, with directions to examine the same, and if they shall be satisfied from the evidence presented that he suffered said loss without any negligence on his part, and that it is equitable and just the said amount should be allowed to him, they shall allow him the amount as a credit in the settlement of his accounts."

Your committee cannot doubt the justice of these conclusions, and therefore recommend the passage of said bill by the House of Representatives.

JOHN HEBERER.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. HARDENBERGH, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 2082.]

The Committee on Military Affairs, to whom was referred House bill 2082, for the relief of John Heberer, ask to be discharged from its further consideration, for the reason that it appears from a report from the War Department that the official records failed to verify the said claim.

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JAMES M. RANTON.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. COOK, from the Committee on Military Affairs, submitted the following

REPORT :

The Committee on Military Affairs, to whom was referred the petition of Lieut. James M. Ranton, report :

That, referring to the facts set forth in the letter of the Secretary of War in relation to this bill, and making the same a part of this report, they recommend that the bill be laid on the table.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, April 1, 1867.

SIR: I have respectfully to acknowledge the receipt of the papers in your case, forwarded by you to the Paymaster-General United States Army, and referred by him to this Office for decision, requesting that you may be allowed pay as conditional second lieutenant Thirtieth Kentucky Volunteers from July 10, 1863, to February 18, 1864.

In reply, I have to inform you that the records here filed show that you were properly mustered in as second lieutenant, February 19, 1864. There is no evidence on file here to show that you were mustered in as second lieutenant and recruiting officer July 10, 1863, under General Orders No. 75, of 1862, from this Office; but if you were so mustered, that would not entitle you to pay from that date, such musters being conditional, and the subsequent recognition and payment of any person so mustered depends upon the actual formation of the company under recruitment within a reasonable time (thirty days being usually allowed) by its being regularly mustered into the service, upon the muster and pay rolls of which, only, the officer can receive pay.

Your request, therefore, cannot be granted.

Please consider this decision as final, as no other action can be taken in your case, under the laws (the resolution of July 23, 1866, included) and regulations governing this Department.

I am, sir, very respectfully, your obedient servant,

THOMAS M. VINCENT,
Assistant Adjutant-General.

Mr. JAMES RANTON,
Late Second Lieutenant Thirtieth Kentucky Volunteers.
(Care of J. B. Conklin, esq., Cincinnati, Ohio.)

Official copy:

THOMAS M. VINCENT,
Assistant Adjutant-General.

DAVID I. EZEKIEL.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. COOK, from the Committee on Military Affairs, submitted the following

REPORT :

[To accompany bill H. R. 1882.]

The Committee on Military Affairs, to whom was referred House bill No. 1882, report :

That by reference to the accompanying documents from the Secretary of War, which shows all the facts in the case of Lieut. D. I. Ezekiel, it is apparent that great injustice would be done to various officers by the promotion of Captain Ezekiel, as asked for in the bill. The committee therefore recommend that the bill do lie upon the table.

WILLIAM WELSH.

MAY 5, 1876.—Laid upon the table and ordered to be printed.

Mr. COOK, from the Committee on Military Affairs, submitted the following:

REPORT:

[To accompany bill H. R. 1682.]

The Committee on Military Affairs, to whom the House bill No. 1682 was referred, submit the following report:

That the petitioner was discharged from the military service under the act of 1871 reducing the Army; and as there is no reason shown why he should be restored, or that any injustice has been done him, the committee recommend that the bill do lie upon the table.

○

WILLIAM M. MOORE.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. COOK, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 762.]

The Committee on Military Affairs, to whom House bill No. 762 was referred, report:

That the records of the War Office show no service by Captain Moore prior to the date of his commission, 13th day of March, 1865. There is no reason shown why the bill should pass, and the committee recommend that it be laid on the table.

LAWRENCE A. WILLIAMS.

MAY 5, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. COOK, from the Committee on Military Affairs, submitted the following

REPORT :

[To accompany bill H. R. 3371.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 1847) for the relief of Lawrence A. Williams, submit the following report :

Lawrence A. Williams graduated from the United States Military Academy, and was appointed brevet second lieutenant 1st of July, 1852; first lieutenant, 20th July, 1856; captain, 1st of July, 1861, and major of the Sixth United States Infantry September 7, 1861. He was aid-de-camp to Bvt. Brig. Gen. A. S. Johnston from the 1st of June, 1858, to the 1st of August, 1860, and acting assistant adjutant-general of the Department of Utah from February 29 to August 21, 1860; on duty at headquarters Department of Washington, and on mustering duty at Columbus, Ohio, to May, 1861; aid-de-camp to General McClellan from May to September 7, 1862, and with his regiment, and in command of it, from 27th day of March to 26th day of June, 1862. The regimental returns of the Sixth Cavalry for June, 1862, reported Major Williams in Washington, "sick, since June 26, 1862." He was subsequently reported absent without leave. This was afterward corrected on the records, Major Williams furnishing the proper surgeon's certificate of his sickness. On the 11th of March, 1863, he was summarily dismissed the service by order of the Secretary of War. There were no papers of record on which this action was based, nor did the Secretary of War communicate his reasons for ordering dismissal. The committee, believing that injustice was done this officer by his summary dismissal, recommend this bill as a substitute for the original bill, and ask that it do pass.

○

JOHN AMMAHAIE OR AMMAHE.

MAY 5, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. STRAIT, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 1075.]

It appears from the records of the Adjutant-General's Office that John Ammahaie was enrolled on the 2d day of August, 1861, at New York, in Company H, Forty-third Regiment of New York Volunteers, to serve three years or during the war, and was mustered into service as a private in said regiment on the 30th of August, 1861; that, for the months of September and October, 1861, he is reported present for duty, and present on subsequent rolls to June 30, 1862, when he was transferred to Company E of said regiment, and was reported present on roll for July and August, 1862; reported as a deserter August 25, 1863; on the roll for March and April, 1865, he is reported as "returned from desertion under President Lincoln's proclamation of March 11, 1865, to make good his absence of 19 months and 2 days." He was mustered out and honorably discharged on the 27th of June, 1865.

In the statement sworn to, of Ammahaie, he says:

I served with them, (the Forty-third New York Volunteers,) until about September, 1862, when I was detailed by Quartermaster Russell to assist him at brigade headquarters; I was with him until after the Gettysburgh fight. When the regiment was encamped near South Mountain I was sent to Frederick City, Md., and while absent the quartermaster's train moved, and while attempting to return to the train I was arrested as a contraband, (being of a dark complexion and speaking very imperfect English, having been born in Afghanistan, India,) in spite of my protestations that I was a member of the Forty-third New York, and was sent to Harrisburgh, Pa., with a squad of contrabands. I had no means to pay my way back to the regiment, and when I asked for transportation they told me that I was not a member of that regiment, as it was a white regiment. I went to Philadelphia, in hopes of getting transportation from there, and was unable. I finally hired out as a servant to the captain of the Fourth Connecticut Heavy Artillery, who took me with him to Petersburg, Va. At that time my regiment was in the Shenandoah Valley. I remained with the Fourth Heavy Artillery until the regiment returned to Petersburg, when I again joined my regiment, and staid with them until the close of the war, when I was honorably discharged. * * * After my arrest I used all diligence in my power to join my regiment, at the earliest possible date. I am unable to read or write English, which was a great hinderance to my reaching my regiment sooner.

A certificate of E. B. Goodyear, late captain of Company A, Forty-third New York Volunteers, sworn to on the 17th of October, 1874, contains the following statement:

He (John Ammahaie) was on detached service in the Quartermaster's Department during the summer of 1863, and while there was arrested in Hagerstown, Md., as a contraband, and thus was absent from his duties, and was reported as a deserter through no fault of his own, and is justly entitled to the pay and bounty accruing during his absence from the regiment.

Miles W. Goodyear, formerly quartermaster Forty-third New York Volunteers, in a statement sworn to on the 24th of October, 1874, says:

I remember the fact of John Ammahaie being arrested as a contraband while a private in the Forty-third Regiment New York Volunteers, and of his being reported on regimental rolls as a deserter in consequence thereof. * * * I have no interest in his obtaining his pay further than the fact of my belief that he is entitled to it.

Edward H. Chipman, in a statement sworn to on the 19th of June, 1874, says that he, Chipman, during the fall of the year 1864, was sergeant in Company K, First Connecticut Artillery, and was stationed at Battery No. 10, in front of Petersburg, Va.; that about the end of September, 1864, there was a person named John Ammahaie, a soldier, who was almost daily, from that time for about two months afterward, or perhaps more, in and around the said battery, acting in the capacity of sharp-shooter.

It appears from the certificate of the Second Auditor of the Treasury that the name of John Ammahie is borne on the muster and pay rolls of Company E, Forty-third New York Volunteers, and that he was paid as private from October 31, 1862, to February 28, 1863, inclus.ve.

JAMES G. WILLIAMS.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. MILLIKEN, from the Committee on War-Claims, submitted the following

REPORT:

The Committee on War-Claims, to whom was referred the petition of James G. Williams, of Memphis Tenn., having considered the same, report :

That the claimant files his petition, regularly sworn to, in which he states that he enlisted in the First Mississippi Rifles, under command of Col. W. O. Shorey, in February, 1864, and was regularly borne on the rolls of said regiment, but never mustered into the service; that he did constant service as scout and guide for various commands from the 5th day of February, 1864, to May 11, 1865, furnishing his own horse, food, forage and equipments, and has never received any compensation for either; and therefore asks compensation for services, two horses, saddles, pistols, blankets, &c.

Your committee find that claimant has received pay for his services at the rate of \$100 per month from March 11, 1865, to May 10, 1865, which is embraced in the time claimed for. See Adjutant-General's letter as follows, viz :

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
 Washington, March 9, 1876.

SIR: In reply to communication of the 11th ultimo, from the clerk of your committee, upon the subject, I have the honor to inclose herewith copy of paragraph 2, Special Orders No. 54, May 11, 1865, headquarters Sixteenth Army Corps, relieving J. G. Williams from duty as scout, and to inform you that no order is found among such of the corps orders as are filed here, detailing him for such duty; nor is his name borne on any rolls of Company D, First Mississippi Mounted Rifles, on file.

The Acting Quartermaster-General, under date of the 4th instant, reports as follows: "The services of J. G. Williams, guide, are found reported by Capt. C. K. Drew, Assistant Quartermaster, as follows:

" From March 11 to March 31, 1865, at \$100 per month.....	\$66 67
" From April 1 to 30, 1865.....	100 00
" From May 1 to 10, 1865.....	33 33

" Voucher was given for \$200, (less tax, \$5,) for services as guide from March 11 to May 10, 1865, inclusive, and paid by Capt. C. K. Drew. Was employed under direction of General A. J. Smith.

" No record as to loss of property by Williams while acting as such guide is found, nor any mention thereof. It is possible that some information in that particular may be gathered from an examination of the accounts of the following named officers now on file in the Treasury Department, to wit, Capt. R. Penney, Capt. C. A. Deane, Capt. C. K. Drew, Capt. E. F. Graves, and Lieut. S. R. Palmer."

I am, sir, very respectfully, your obedient servant,
 E. D. TOWNSEND,
 Adjutant-General.

The CHAIRMAN
 Committee on War-Claims,
 United States House of Representatives.

Your committee, therefore, beg to report adversely upon claimant's petition, and ask that it do lie on the table.

SEWELL B. CORBETT.

MAY 5, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. CABELL, from the Committee on War-Claims, submitted the following

R E P O R T :

[To accompany bill H. R. 3372.]

The Committee on War-Claims, to whom was referred the bill (H. R. 1119) for the relief of Sewell B. Corbett, a loyal citizen of Alexandria County, Virginia, submit the following report :

That in May, 1861, the farm of Sewell B. Corbett, situated in Alexandria County, Virginia, was taken possession of by the United States military forces, and remained in such possession until some time after the close of the war, in 1865. That the crops, fences, wood, timber, and part of the stock belonging to said Corbett were taken by the officers and agents of the Government, and used and applied for military purposes. During the years 1861, 1862, and 1863, a number of forts, redoubts, breastworks, and permanent fortifications were built or erected upon said Corbett's land, with rifle-pits extending through and through his farm of about three hundred acres. That a dwelling-house, two barns, and other buildings were torn down and removed from their several sites, to give range for the guns mounted on said forts and fortifications, and the timber taken from said houses used in and about the erection of said forts or in the erection of barracks and quarters for the troops. That prior to the military occupation of said farm by military authority, it had produced a clear annual income of from fifteen hundred to two thousand dollars to its owner. That in addition to the removal and destruction of said Corbett's houses and the necessary abandonment of his property, for most of the time during the war, a large amount of wood, forage, and other property was taken and used by the Army. That in the latter part of the year 1863, said Corbett, in pursuance of what he believed to be competent authority, preferred his demand for property taken and damages sustained by him as aforesaid, to the Court of Claims; issue was joined upon the facts of the case before said tribunal; a large amount of testimony was taken, generally under the supervision of an officer representing the Government, which testimony, in a great degree, sustained the claim set up, and the case ready for a hearing, when, by act of Congress of July 4, 1864, chap. 240, first session 38th Congress, the jurisdiction of said court over said case was ousted. No other recourse was therefore left the claimant except to appeal for relief to Congress. It appears from the testimony in the cause that said Corbett was never paid anything by the Government for the occupancy of his property for nearly

four years, the destruction of his houses, his wood, timber, and other species of property, except about the sum of \$1,350 allowed him for the pasturage of 700 mules in the year 1864, which allowance was made by the Claims Commission, in pursuance of a special arrangement or contract which had been entered into by some of the Government officials and said Corbett. It is abundantly evident that a very large amount of property belonging to said Corbett was destroyed and used by the authorities of the Government, amounting in the aggregate to several thousand dollars in value; that said Corbett, (who it is clearly established was actively loyal to the United States Government,) together with his family, was turned out of house and home, and his whole property situated in that part of Alexandria County embraced in the "restored government of Virginia," and protected by the President's proclamations, occupied voluntarily and deliberately by the authorities of the Government, for Government purposes, for a period of four years or thereabouts. While the committee are of the opinion that, in view of the loss and from the circumstances of the case, they cannot make full compensation to the said Corbett for the losses sustained by him by reason of the occupancy of his farm and the destruction and application of his property by the military authorities of the United States during the period above named, they yet think that he ought to and should be paid by the Government a moderate sum for the use of his property, for the wood and timber used for fuel and building fortifications, for forage and other species of property taken and used for military purposes. They therefore have found that said Corbett, at a low estimate, should be paid the sum of \$5,791 by the Government for the use of his farm and the articles of property specified in a schedule marked "B K" accompanying this report, and recommend the passage of the accompanying bill as a substitute for said bill H. R. 1119.

EXHIBIT B K.

Property for which the Committee on War-Claims are of opinion that Sewell B. Corbett should be paid by the Government.

Wood cut and used for fuel by troops.....	\$1,000
20,000 feet lumber, at \$20.....	400
Timber from dwelling-house.....	400
Timber from large barn.....	200
Timber from small barn.....	100
Timber from ice-house.....	50
Timber from dairy.....	50
500 cedar posts.....	125
20 tons hay, at \$20.....	400
Timber cut and used for forts.....	300
Plank from 532 panels fence.....	133
3,500 panels rail-fencing used for fuel.....	583
Stores taken and used for troops.....	100
5 tons corn-fodder.....	50
For 153,361 pounds corn.....	775
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Compensation for use of land and houses four years.....	4,666
	2,000
	<hr/>
Credit, by stoves taken off.....	6,666
	100
	<hr/>
Deduct item 153,361 pounds corn.....	6,566
	775
	<hr/>
	5,791

MRS. CELESTE MCGOWAN, NOW FREYTET.

MAY 5, 1876.—Laid on the table and ordered to be printed.

Mr. BLAND, from the Committee on Revolutionary Pensions and War of 1812, submitted the following

R E P O R T :

[To accompany bill H. R. 2600.]

The Committee on Revolutionary Pensions and War of 1812, to whom was referred bill H. R. 2600 asking a pension on behalf of Mrs. Celeste McGowan, now Freytet, beg leave to report as follows :

Claimant drew a pension as the widow of Lieutenant McGowan, of the United States Navy, war of 1812, from February 29, 1826, until February, 1838, when she remarried to Pierce Emile Freytet. Her second husband, Freytet, died November 25, 1874. Mrs. Freytet now asks a pension, at the rate of \$50 per month, as the widow of Lieutenant McGowan. Under the general law her name was dropped from the pension-roll on account of second marriage to Freytet. So long as this is the policy of the Government, as provided in all general laws on the subject, the committee deem it inadmissible to depart therefrom in these special cases unless there should appear some special circumstances or peculiar merit to warrant such departure. There being no such special circumstances surrounding this claim, the committee report the same unfavorably, and recommend that the bill do not pass.



ESTHER P. FOX.

MAY 5, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. HENDERSON, from the Committee on Revolutionary Pensions and War of 1812, submitted the following

REPORT:

[To accompany bill H. R. 1238.]

The Committee on Revolutionary Pensions and War of 1812, to whom was referred the bill (H. R. 1238) entitled "A bill granting a pension to Esther P. Fox," beg leave to report:

That said committee have carefully considered said bill and the evidence offered in support of the same, and find that Augustus C. Fox was a soldier in the war of 1812; that he enlisted in the service of the United States on or about the 1st of July, 1812, and served in a volunteer corps under command of Captain Chapin until in the month of December, 1812, when he was compelled to relinquish active service by the epidemic. In June, 1813, he again served under said Chapin, then a lieutenant-colonel, as a second lieutenant, and was engaged as such in active service until in August, 1813, when he was detached to command a body of Indians, which he did until in September, 1813, when he was again detached to collect and command another body of Indians, in which last service he continued until the 14th day of November, 1813, when he was honorably discharged, having been ruptured at Four Mile Creek, on the 1st of October, 1813, when in actual service and in the line of his duty.

Your committee further find from the evidence that said Fox died on the 5th day of March, 1848, having received a pension from about the year 1820 until his death; and that said Esther P. Fox was lawfully married to said Augustus C. Fox in the month of February, 1815, and is still his widow.

Your committee further find that said Esther P. Fox made application for a pension, as the widow of said Augustus C. Fox, under the act of February 14, 1871, and that the same was rejected by the Commissioner of Pensions because it did not appear from the evidence that the marriage of said Esther P. Fox took place prior to the 17th day of February, 1815, the date of the treaty of peace with Great Britain. But your committee, on examination of the evidence upon which said claim for a pension was rejected, report that said Esther P. Fox claims that she was married to said Augustus C. Fox on the 15th day of February, 1815, two days before the treaty of peace; and in her application for a pension, as before stated, she swears that she was married on the 15th day of February, 1815. And another witness, Mary Burt, who swears she was present at the wedding, also swears that the marriage was on the

15th day of February, 1815. And, further, your committee find that in the year 1851 said Esther P. Fox made application, as the widow of said Augustus C. Fox, for bounty-land; and that in her said application, she then being only fifty-two years of age, and having no motive whatever to swear falsely as to the date of her marriage, swore that she was married on the 15th day of February, 1815. But a copy of an entry of the date of the marriage in the family Bible of Samuel Pratt, father of said Esther P. Fox, was attached to said application for bounty-land, and proven by the person who made the entry, and it states the marriage to have been on the 19th day of February, 1815; but the affidavit shows that the entry was made many years after the marriage took place, and was made from a newspaper notice of the marriage; and it was because of this entry that the claim for a pension was rejected. Your committee, however, are not satisfied that the marriage did not take place on the 15th of February, as sworn to by said Esther P. Fox in 1851 and again in 1874, and by the said Mary Burt. It is quite as likely that a mistake may have been made in inserting the marriage-notice in the newspaper, or in copying it many years afterward in the Bible, as in the memory of Mrs. Fox as to the date of her own marriage. At all events, the evidence is such as to create a doubt as to the date of the marriage, and your committee feel disposed to give to the widow the benefit of such doubt.

Your committee further report that for twenty years prior to the death of the said Augustus C. Fox he was unable to contribute to the support of his wife and family; and that the said Esther P. Fox was compelled to maintain herself and family, as well as the said Augustus C. Fox, her husband, he, however, getting a pension of \$15 a month from the United States.

But, inasmuch as the act of Congress of February 14, 1871, granting pensions to the soldiers of the war of 1812, their widows, &c., made no distinction between the widows of officers and privates as to the amount of pension allowed, your committee recommend that said Esther P. Fox be allowed the sum of \$8 a month instead of \$15, as provided in said bill; and that the word "fifteen" be stricken out of the ninth line of said bill and the word "eight" inserted in lieu thereof, and with that amendment your committee recommend the passage of the bill.

SUSAN E. WILLARD.

MAY 5, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. HOSKINS, from the Committee on War-Claims, submitted the following

REPORT :

[To accompany bill H. R. 3373.]

The Committee on War-Claims, to whom were referred the petition and papers for the relief of Mrs. Susan E. Willard, having had the same under consideration, make the following report :

That the said Susan E. Willard is the widow of the late Brigadier-General Sylvester D. Willard, formerly surgeon-general of the State of New York ; that she married the said Sylvester D. Willard before the war, and that he resided at the time in the city of Albany, in the State of New York ; that before and at the time of her marriage she resided at Murfreesborough, Tenn. ; that at the time and previous to her said marriage she and her sister, Sarah A. Spence, were joint owners of certain property in the town of Murfreesborough, Tenn., known as the "City Hotel," which property was taken possession of by order of General Geary, then commanding that post, for the purpose of establishing a general military hospital.

A brick residence adjoining said hotel, owned by same parties, was also taken possession of by military authority, and used as a hospital and medical director's office, under charge of Medical-Director Surgeon-General J. Moses.

Mrs. Willard, the memorialist, submits to your committee certificates of various officers on duty at Murfreesborough, Tenn., showing the occupancy of this property at various times for military purposes.

It also appears, to the satisfaction of your committee, that the furniture in said hotel and brick residence adjoining was also taken possession of and used for hospital purposes, or so much thereof as was adapted to and useful for that purpose.

It appears, from a report made by Quartermaster-General Major-General M. C. Meigs, of date July 18, 1865, "that the City Hotel was held in possession by the United States forces from January 6, 1863, until June 6, 1863, and from November 18, 1863, to September 30, 1864. The dwelling-house was occupied for hospital purposes and medical-director's office January 5, 1863, and retained until June 1, 1864."

This report is sustained by the affidavit of Miss Sarah A. Spence, of Murfreesborough, Tenn., one of the joint owners of the property above mentioned and described, bearing date May 4, 1865.

From the said report it appears that the City Hotel was occupied by military authority for a period of fifteen months and twelve days, and

that the brick residence adjoining was occupied for sixteen months and twenty-seven days.

From the evidence submitted, and considering the purposes for which the property was used, your committee are of the opinion that a reasonable and proper compensation for the use of said hotel would be one hundred and twenty-five dollars per month, and for the brick residence adjoining, fifty dollars per month, making in all, for use and occupation of said premises, the sum of two thousand seven hundred and seventy dollars.

It appears that much of the furniture in said buildings, which amounted to more than two thousand dollars, was destroyed; but a portion of it was used for hospital purposes, such as beds, bedding, chairs, and many other articles of like character. Your committee think that the sum of seven hundred and thirty dollars should be paid the memorialist for furniture belonging to her and used in said buildings for hospital purposes.

On the 22d day of March, 1876, Miss Sarah A. Spence, one of the joint owners of this property, assigned by written assignment, duly acknowledged before a notary public, under his seal, at the city of Albany, N. Y., all her right, title, and interest in and to this claim against the United States to Susau E. Willard, the memorialist, making her the sole and only owner thereof.

The loyalty of the claimant is not questioned or doubted, as, at the time this claim arose, she was the wife of Surgeon-General Sylvester D. Willard, a true and loyal citizen of the State of New York, with whom she then resided. It was also shown by the verbal statement of Mrs. Willard, the memorialist, that at the time of the occupation of this property by authority of the United States her sister, Sarah A. Spence, was a minor, and therefore her loyalty is not questioned.

Your committee, believing that the sum of three thousand five hundred dollars is a just and proper sum to be paid Mrs. Willard, the memorialist, for the use and occupation of her property and furniture used for hospital purposes, at Murfreesborough, Tenn., report back to the House the petition and papers with the accompanying bill appropriating that amount, and recommend its passage.

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HARRY E. EASTMAN.

MAY 5, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. HOSKENS, from the Committee on War-Claims, submitted the following

REPORT:

[To accompany bill H. R. 3374.]

The Committee on War-Claims, to whom was referred the petition of Harry E. Eastman for relief, having had the same under consideration, make the following report:

That the said Harry E. Eastman was during the war a loyal citizen of the State of Wisconsin; that in the year 1864 he was major, and afterward lieutenant-colonel, of the Second Regiment of Wisconsin Cavalry Volunteers; that he was brought to trial by court-martial in January, 1864, then being a major as aforesaid, and again in June of the same year, then being lieutenant-colonel.

A full report of the proceedings in both trials was made to the Adjutant-General, by Judge-Advocate-General J. Holt, on the 6th day of January, 1868.

It appears that some time subsequent to the date of this report the said Eastman, your petitioner, made application to the Paymaster-General to be paid the amount claimed to be due him as an officer of the Army in the year 1864.

On the 3d day of December, 1874, Judge-Advocate-General J. Holt made another full report of the whole case to the Secretary of War, both as to the findings of the court-martial and the justice of the claim.

To the end that a proper understanding of the case may be had, your committee think best to give the said report in full, which is in the words and figures following, to wit:

WAR DEPARTMENT, BUREAU OF MILITARY JUSTICE,
December 3, 1874.

Respectfully returned to the Secretary of War.

This is an application by Harry E. Eastman, late lieutenant-colonel Second Wisconsin Cavalry, (by his attorney, Enoch Totten, esq.,) to be paid the amount of certain pay claimed to be due him as an officer of the Army in 1864.

The claim arises out of the following facts:

This officer was brought to trial by court-martial in January, 1864, and again in June of that year. He was, on both trials, convicted and sentenced to be dismissed; in the first sentence a forfeiture was added of all pay due or to become due.

Action upon the proceedings of the *first trial*, and publication of the same, were, for some cause, deferred for several months; nor were the proceedings of the *second trial* at once promulgated. Actually, the proceedings and sentences in these cases were first officially announced in General Orders of the Department of the Tennessee of July 14 and August 26, respectively.

Meantime the officer was, on or about July 4, 1864, taken prisoner by the rebels in the field near Vicksburgh, and held by them till paroled on or about September 1, 1864. Up to this time he has had no official information of either sentence; it would appear,

however, that he had had some unofficial information of the sentence of dismissal imposed by the *former* court, but none of the forfeiture also adjudged.

If this information is to be regarded as sufficient to have put him upon inquiry, it is to be said that, on arriving at Washington, he did, (as he states,) inquire at this Bureau whether any record of a sentence by court-martial existed in his case, and was informed that none had been received. This statement accords with the evidence presented by the records themselves, as on file in this Bureau. One is stamped as received in the mail on November 21, 1864, and the other on August 31. At that period, owing to the press of such matter, the record last mentioned would not have been entered on the books of the Bureau for a week at least, and thus its existence, as a record of trial in the particular case, could, in fact, scarcely have been known at the date of the officer's inquiry.

Colonel Eastman further states that, on receiving this information, he proceeded to the paymaster to draw his pay, and the books of the Pay Department show that he was, in fact, paid in full up to August 31, viz, the sum of \$732.12.

Afterward, viz, on February 1, 1865, Colonel Eastman was arrested by order of the War Department as an officer who had fraudulently drawn pay after having been dismissed, was confined in the Old Capitol prison, and was not released until he had refunded the greater part of the sum paid him, to wit, \$639.08. He now claims the repayment to him of this amount as illegally extorted from him under duress.

In the opinion of this Bureau, the act of the authorities in compelling Colonel Eastman to refund the pay as described was certainly wholly without authority of law. The order of approval of his sentence could not legally have taken effect upon him until he was duly notified of the same. (See Digest of Opinions of the Judge-Advocate-General, p. 254, § 8.) At the date of the actual approval in each case, he was, in fact, practically beyond the reach of notice, as a prisoner of war. At the date of his drawing of his pay, he had not, as far as can be ascertained from the testimony, been duly notified of either sentence, and was in law still regularly in the service and entitled to be paid.

It is held, therefore, that he is clearly entitled to have repaid to him the amount given up by him as aforesaid. But the claim for this amount is not a claim for pay, as such, but a claim for relief. It cannot, therefore, be entertained by the Secretary of War, but must go to Congress.

(2.) The claimant also claims to be paid as a lieutenant-colonel up to February 1, 1865, on the ground that this was the date on which he was first duly notified of his dismissal. This fact, however, he does not establish by proof; his own statement upon the point being not regarded as sufficient. Moreover, in an earlier statement, he represents that he first received notice of his dismissal on or about October 1, 1864.

It is reported, therefore, that this part of the claim is not established, and it may be doubted whether, if established, there would be any fund at the disposition of the Secretary of War applicable to the satisfying of the same. This part of the case may therefore well be left to be passed upon by Congress with the other portion already considered, in case the claimant should have recourse to that body.

(3.) The "removal of the disability" to re-enter the service, granted by the President in this case, is a matter quite immaterial to the point to be determined, viz, when the sentence took effect in law. It shows, however, that in the opinion of the head of the Army, the case, so far as regards the charges upon which the officer was tried, was a meritorious one, and the dismissal not warranted. That the dismissal was unjust and uncalled for had already been reported by this Bureau, in its report of January 6, 1868, of which a copy is inclosed.

It is repeated, therefore, that in the opinion of this Bureau, the present claim is one which can properly be determined by Congress alone.

Official copy.

J. HOLT,
Judge-Advocate-General.

W. M. DUNN,
Judge-Advocate-General.

In view of all the facts in the case, as appears from the report of Judge-Advocate-General J. Holt, your committee deem it but just and proper that the said Eastman should be re-imbursed to the amount that was wrongfully collected of him by the Government, and as they believe without authority of law, to wit, \$639.08.

Your committee therefore report back to the House the petition of the said memorialist with the accompanying bill, and recommend its passage.

DANIEL M. ALLEN.

MAY 6, 1876.—Laid on the table and ordered to be printed.

Mr. NEW, by unanimous consent, from the Committee on War-Claims, submitted the following

REPORT :

The Committee on War-Claims, to whom was referred the petition of Daniel M. Allen, having had the same under consideration, submit the following report :

Daniel M. Allen, the claimant, says that, in October, 1862, he was unlawfully arrested and imprisoned in the State of Ohio by the marshal of the northern district in said State, upon a warrant issued by the Secretary of War, upon a charge of "hindering enlistments and other disloyal practices;" that he was imprisoned in a military prison from the date of his arrest until November 8 thereafter, at which time the judge-advocate-general, Hon. Samuel Galloway, upon trial of said Allen upon the charges aforesaid, after hearing the proofs, found that the claimant was not guilty.

Dr. Allen asks compensation as follows :

Amount of cash expended for necessaries during his imprisonment.....	\$50
Loss of practice in his profession, worth from \$3 to \$40 per day, during the forty days of imprisonment.....	860
Amount of loss sustained by reason of his said imprisonment.....	2,000
Total demand.....	2,910

Apart from the policy of the Government in claims for damages of this kind, as indicated by acts of Congress heretofore enacted, it is unnecessary to consider this case further, there being no proof whatever as to the value or profits of said Allen's practice or the amount of damages, if any, sustained by him, by reason of his imprisonment. Moreover, it is the opinion of the committee that they should not allow anything in cases of this kind, so long as existing statutes relating to such cases are in force.

They therefore refuse to allow said claim.

HENRY L. CLOK.

MAY 6, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. NEW, by unanimous consent, from the Committee on War-Claims, submitted the following

REPORT:

[To accompany bill H. R. 3380.]

The claimant, Henry L. Clok, was a citizen of the State of Pennsylvania, by profession a veterinary surgeon, and has at all times been loyal to the Government of the United States. Since the filing of the claim the claimant has died, and it appears from a letter on file with the papers that the widow has been appointed administratrix. Her Christian name does not appear.

The sum of \$10,692 is claimed for medicines alleged to have been furnished and lost while he was in the employment, as surgeon aforesaid, of the Government, during the late rebellion, and also for horses and instruments then alleged to have been lost. The claimant represents that about the month of November, 1862, he was employed by General Bayard as such veterinary surgeon in the cavalry service of the United States, and was requested and directed by said general to proceed to his headquarters at camp near Falmouth, Va.

The following is a copy of the order for a pass filed with the papers:

HEADQUARTERS CAVALRY FORCES,
Six miles west of Falmouth, Va., November 20, 1862.

Provost-Marshal, Washington, D. C.:

Will pass Dr. Clok, veterinary surgeon, to this place from Washington on professional business.

By order of Brig. Gen. Bayard, commanding cavalry.

R. R. CORSON,
Captain, A. Q. M.

Approved, by command of Maj. Gen. Heintzelman.

C. H. POTTER, A. A. G.

The claimant says that at that time he was engaged extensively in the manufacturing of medicines. As tending to show that he complied with the request of General Bayard, an order is on file, of which the following is a true copy:

NOVEMBER 24, 1862.

Dr. Clok will visit the camp of cavalry in this brigade and advise the best course to be pursued in the treatment of diseased horses.

R. R. CORSON,
Captain, A. Q. M.

There are also on file other vouchers tending to show that the claimant entered upon the service aforesaid, and that medicines were fur-

nished by him, all by the direction and approval of General Bayard. The whole amount claimed is \$10,692. In these footings I find an error of \$6.10. The total footing should be \$10,685.90.

Of this sum there is for medicines alleged to have been furnished.....	\$4,625 48
For horses lost	470 00
Two sets of instruments	145 00
Medicines lost.....	5,445 42
	10,685 90

The claimant has filed, with other papers, a certificate, as follows:

HEADQUARTERS FIRST ARMY CORPS,
158 F Street, Washington, D. C., February 14, 1865.

To whom it may concern :

I certify, on honor, that Henry Clok, veterinary surgeon, was employed by me by order of Brig. Gen. Bayard, deceased; that said Dr. Henry Clok did furnish, by permission of Brig. Gen. Bayard, deceased, medicines for horses then being used in the public service, to an amount specified on the different vouchers which he holds from quartermasters of the cavalry division commanded at that time by General Bayard, and subsequently by Brig. Gen. D. M. Gregg, up to July 5, 1863, at which time said Dr. Henry Clok resigned his position. I paid said Clok one hundred dollars per month by and with the consent of Brig. Gen. Rufus Ingalls, chief quartermaster Army of the Potomac. I am confident Dr. Clok is fully competent to discharge the duties of a veterinary surgeon, and that he has no superiors in his profession. He informed Brig. Gen. Bayard, deceased, that his medicines were prepared by him, and that they were more effective than those furnished by the Government, which I am confident was the reason why Brig. Gen. Bayard deemed it to the interest of the public service that Dr. Clok should furnish his own medicines. I can also certify that Dr. Clok saved many cases of lung-fever, glander affections, rotten heels, black tongue, and many other diseases so fatal to animals in public service. I hope the doctor's case can be adjusted and paid, as he is eminently entitled to a fair compensation for his medicines, which worked so many cures while he was in the service.

Very respectfully,

R. R. CORSON,
Captain and Chief Quartermaster Second Division Cavalry.

It is shown by Captain Corson in his said certificate that he paid the claimant at the rate of \$100 per month for his professional services, and it will be observed that no part of the claim is for services. Captain Corson certifies above that the claimant furnished for the public service the medicines specified in the different vouchers held by the claimant from quartermasters. He does not state his sources or means of information, and when the large amount of medicines and their varieties are considered, together with the further fact that the medicines, if furnished, were furnished at different times, the committee are not inclined to regard the certificate of Captain Corson as sufficient proof. Moreover, he does not certify to the value of the medicines. The account for medicines furnished is stated as follows:

1. Voucher H, to Third Artillery Battery.....	\$74 00
2. Voucher I, to Ambulance Corps.....	122 10
3. Voucher J, to provost guard.....	71 48
4. Voucher K, to Independent Company, Captain Norton.....	69 00
5. Voucher L, to First Regiment Pennsylvania Cavalry.....	909 00
6. Voucher M, to brigade teamsters, quartermaster, Capt. R. R. Corson.....	766 00
7. Voucher N, to Tenth Regiment United States Cavalry.....	813 00
8. Voucher O, to First Regiment New Jersey Cavalry.....	1,714 00
9. Voucher P, to First Regiment Maine Cavalry.....	93 00

The first item is not supported by any evidence outside of Captain Corson's certificate, and is therefore not allowed. The second item, \$122.10, is certified to be correct by Lieut. Richard Hamilton, of the Ambulance Corps, and is allowed. The third so-called voucher is a statement of account only, without any proof to sustain it outside of the

certificate of Captain Corson ; it is not allowed. The fourth item is not allowed, there being no proof to sustain it. The committee are not willing to allow the fifth, sixth, and eighth items without further proof. There is no voucher or proof of any kind as to item seven. The ninth is allowed, \$93. So much of this claim as relates to horses, instruments, and medicines lost is wholly without proof and not allowed. Total sum allowed, \$215.

It is not intended by this report to bar a recovery for the items not now allowed, provided sufficient proof can be made before the settlement of the estate of the claimant.

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A. F. & N. C. ST. JOHN.

MAY 6, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. NEW, by unanimous consent, from the Committee on War-Claims, submitted the following

REPORT:

[To accompany bill H. R. 1125.]

This claim is for 155 $\frac{1}{4}$ dozen of oats in sheaves taken from the claimants in 1865, in Virginia, by one George C. Gibbs, captain and provost-marshal, commanding company of Federal cavalry quartered at Marion, in said State. The evidence shows that at the time of the taking of said oats the claimants were, and have ever since been, loyal to the United States; that said oats were taken for the use of and used by said cavalry, and were of the value of \$54.33 $\frac{3}{4}$. The claimants swear that they applied to the acting quartermaster for payment of the oats, and was told by him that he was going after money, and would return in two weeks and pay for the oats; and that they were further informed by said quartermaster that a voucher was unnecessary.

Your committee report in favor of the payment of said claim, and report herewith H. R. 1125 relating thereto, and recommend its passage.



MARVIN H. AMESBURY.

MAY 6, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. NEW, from the Committee on War-Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 208.]

The claimant, Marvin H. Amesbury, says that he is entitled to \$302, balance of veteran bounty due and unpaid. The evidence on file shows that said Amesbury enlisted and was mustered into the service of the United States as a private in Company D, First Connecticut Heavy Artillery, on the 26th of February, A. D. 1862. He re-enlisted as a veteran on the 26th of February, 1864, as he makes oath, February 28, 1876, although in a former affidavit, of date December 11, 1874, he swears his re-enlistment was in March, 1864. Whether his re-enlistment was in February or March seems, however, to be unimportant. It appears from the evidence that he was not mustered as a re-enlisted veteran until May 31, 1864. This delay in mustering, he swears in his affidavit of December 11, 1874, was because he had been "placed under arrest, and was not restored to duty until some time in May," while in his affidavit of February 28, 1876, he says he was not mustered sooner for the reason that he was absent from the regiment on detached service. The assistant adjutant-general of the State of Connecticut certifies that the records of that office show that "at the time of the re-enlistment of the other members of the regiment as veteran volunteers, under the provisions of General Orders Nos. 191 and 305, A. G. O., series of 1863, said Amesbury was in confinement, and that he re-enlisted very soon after release from said confinement, and that the date of his muster was May 31, 1864. He also certifies that the time for paying the veteran bounty of \$402 to soldiers re-enlisting expired April 1, 1864, and did not commence again until July 26, 1864. He further certifies that said soldier failed to receive said veteran bounty, save the sum of \$100, because he was mustered between said last-named dates, although the date of his re-enlistment was prior to April 1, 1864, as sworn to by said soldier. The certificate above named does not give the date of his re-enlistment, nor the date of re-enlistment of any of the company. It does, however, show that by the muster-roll of said Company D it appears that said Amesbury was, after May, 1864, a veteran volunteer, and that he served through and was discharged with the other veterans. Said soldier, in his affidavit of December 11, 1874, swears that he was told by the assistant adjutant-general that he was entitled to the veteran bounty, inasmuch as he had passed examination previous to April 1, 1864.

The assistant adjutant-general of the United States, under date of

February 5, 1876, says that said Amesbury was not enlisted under the provisions of General Orders No. 191, nor under any of its extensions, and is not viewed as a veteran volunteer. This, in the opinion of the committee, is because of the fact, as already stated, that he was mustered between April 1 and July 26, 1864. The claimant swears he has never received but the \$100 bounty.

It is the opinion of the committee that said soldier is entitled to be ranked and treated as a re-enlisted veteran, and that he should be paid the sum of \$302. They therefore report back the bill, recommending its passage.

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MISSISSIPPI RIVER LEVEES.

MAY 8, 1876.—Made a special order for May 17, 1876, and ordered to be printed.

Mr. ELLIS, from the Committee on the Mississippi Levees, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 3430.]

The Committee on the Mississippi Levees, to whom was referred the most important subject of reclaiming and protecting from overflow by the annual floods of the Mississippi River of the vast and fertile region included within its delta, beg leave to submit the following report :

The importance of this subject cannot well be overestimated. The Mississippi River is the natural drain of that vast area of our territory lying between the Alleghany Mountains on the east and the Rocky Mountains on the west, and reaching from our most northerly boundaries to the Gulf of Mexico in the south, and embracing not less than fifteen States and Territories, and over 1,200,000 square miles. The delta of this vast drain extends from 29° to 38° 30' north, or across 8½ degrees of latitude. It is about 600 miles in length by an average width of 60 miles. It embraces within its confines portions of the States of Missouri, Illinois, Arkansas, Tennessee, Mississippi, and Louisiana, and contains about 38,700 square miles, or in acres, allowing 640 acres to the square mile, the enormous aggregate of 24,868,000 acres. Of this amount there are about 4,000 square miles, or 2,560,000 acres, of sea-marsh, and irreclaimable, leaving 22,308,000 acres of land of inexhaustible fertility, lying in the very heart of the richest valley in the world, wholly idle, useless, and being rapidly deserted because it is annually inundated by the waters of the Mississippi. Divided into farms of 100 acres each, it would give us 223,080 farms.

The soil of this region is of the richest alluvial deposit, and is inexhaustible. More favored plantations, peculiarly situated, so as to be free from the invasion of the floods, without artificial fertilization produce as luxuriant crops of cotton, sugar, rice, or corn as when redeemed from the forest fifty years ago. Its value, from \$3,000,000, under cultivation, and by being protected by levees, had increased up to 1861 to nearly \$340,000,000. Containing at that time not exceeding 600,000 population, it was capable, and if reclaimed is amply capable, of sustaining in comfort, even in luxury, not less than 8,000,000 people.

Its productions are the richest in the world—one and one-half bales of cotton to the acre, two thousand pounds or two hogsheads of sugar (besides molasses, sirups, &c.) to the acre. Forty bushels of corn to the acre are easily produced on these lands. Rice grows in its southern portion in great luxuriance, and the yield is equal to any rice-lands of the world, not excepting the regions of the Nile and the Ganges. Other cereals, as well as vegetables of every kind, fruits of the most delicious

character, grow in that favored region in endless profusion. The soil is free from rocks and hard formations, is easy of cultivation, and never fails to respond to the husbandman's touch. The forest-growth of oaks of all kinds, including the magnificent live-oak, magnolias, pecan, poplar, beech, cypress, hickory, and many other kinds of trees, are of the grandest and most useful character. Rivers and creeks, the tributaries of the Mississippi, vein and water this splendid region in every direction, and afford ample highways for the transportation of its products. In fine, your committee have the highest authority for asserting that it is the largest and finest region of country in the world.

In 1861 it produced 469,000 hogsheads of sugar, or one-fourth of what is now needed for our home consumption. The same year it produced nearly 2,300,000 bales of cotton, worth the enormous sum, at low prices, of \$138,000,000. Last year (1875) it produced about 135,000 hogsheads of sugar and a fraction over 1,000,000 bales of cotton. Its value from \$340,000,000 is now less than \$100,000,000. Fully developed, it will produce 1,000,000 hogsheads of sugar and 10,000,000 bales of cotton, worth, in round numbers, with sugar at 7 cents and cotton at 15 cents per pound, the enormous sum of \$700,000,000. It is a mine of undeveloped wealth in comparison with which the aggregated values of all the mines in the Union are but as dust in the balance. They may and will in time be exhausted, but the wealth of the delta-lands of the Mississippi Valley, consisting of its soil and climate and natural productions, is exhaustless and inexhaustible.

The climate of this favored region is mild and salubrious. It is free from the extremes of heat and cold. The temperature varies from 69° to 45°. The rain-fall is well distributed and seasonable, droughts being of rare occurrence, and varying, according to latitude, from 66 to 45 inches per annum.

And yet this favored region, for which God has done so much, is decaying, dying, becoming a waste and a wilderness, because of the annual unrestrained floods of the great river which divides its center.

Your committee are of opinion that no other civilized government of the world would permit so magnificent a domain to be wrested from the hands of its people and surrendered to idleness and desertion. They believe that it is the solemn and immediate duty of the General Government to put forth its hand and, with its skill and treasure, to restore the delta of the Mississippi to the hands of its husbandmen and the peaceful sway of the plow, for the following reasons :

1st. The work is one essentially national in its character. The Mississippi River is the drain of the inner water-sheds of the Union, of the two great slopes from the Rocky Mountains eastward and from the Alleghany Mountains westward. It is but just and right that the Government should control its floods, so that the natural servitude owed by the delta regions should not operate injury to its citizens because of their location in that region. To control its sewerage, so that the people inhabiting the lower portion of the country through which the mighty sewer passes in its performance of the useful and necessary functions devolving upon it, may be free from danger and destruction, seems to your committee a most proper and reasonable duty of the Government.

2d. The work is national in its character, because it directly affects the fortunes and safety of a portion of the people of six great States of the Union, and indirectly but powerfully affects the prosperity of the people of the entire Mississippi Valley. It cannot be called or termed a local or sectional improvement. It is designed at once to confer benefits and blessings upon the people who live in the delta regions, to reu-

der safe their lives and their property, and to improve, reclaim, and develop a region which, in a few short years, will repay tenfold, yes, an hundredfold, the trifling appropriation asked for, in the general wealth it shall add to the whole Union.

3d. It is national because, by the highest authority, it is shown that the most perfect levee-system of one State is useless and valueless unless there are equal and uniform levee-systems in the other exposed States.

General Humphreys, Chief of Engineers, was kind enough to come before your committee, and he was especially asked for an opinion upon this point. With map before him he pointed out the localities of the levees in the States, beginning with those of Louisiana and Mississippi and tracing them to those of Illinois and Missouri, showing the weak points and natural outlets of the levees and the river, and demonstrated that the system to be successful must be uniform in all the exposed States. Of what avail would Louisiana build levees with none constructed in Arkansas? The outlets in the latter State, in flood-time pouring their immense volumes of water down upon the former State, would deluge all her territory in rear of her levees and render them, however effective and well constructed, but a narrow thread of island in the midst of an inland sea. Prof. C. G. Forshey, a distinguished engineer and scientist, who has made the currents and levees of the Mississippi a study for more than thirty years, agrees perfectly with General Humphreys in this view. He says: "No State alone can build its levees, because of the interdependence of its topography. A system to be efficient in one must comprehend them all. The interior is a basin or series of basins. The water, wherever let in, submerges the basin alike. These States, then, must share a common fortune, and hence it must appeal to a power that comprehends many States in its operations. Congress alone has that power."

The work of rebuilding the levees being, then, a national work in its character and design, what constitutional objection can be urged to an appropriation by the Government for that purpose? Even Mr. Calhoun, the strictest of constructionists, and opposed, upon constitutional grounds, to internal improvements by the General Government, declared in substance that when the work was national in its character, and a large portion of the people were to be benefited by the improvement, congressional aid in its behalf was clearly warranted by the Constitution. (*Vide* his celebrated letter.)

Congress can provide for the "general welfare?" This power is clearly given. Further on your committee will show that in rebuilding the levees Congress is "providing for the general welfare."

But this work is constitutional upon another ground. The power of Congress to regulate and promote commerce is express in the constitution. Under this power millions and tens of millions of dollars every year are voted away to dredge bars, to deepen the channels of rivers, to remove obstructions from harbors and bays. Scarcely a river, harbor, inlet, or bay upon our entire coast, or opening into the great chain of northern lakes, but annually receives its thousands of appropriated treasure, that the highways of commerce may be open and safe. In building the levees of the Mississippi River, Congress will be in the direct line of promoting and rendering safe the vast commerce of the mightiest river of the Government, of removing its bars, of deepening its channel, and of expediting the transportation of freights, mails, and passengers. We have the authority of Capt. T. P. Leathers, one of the oldest, ablest, and most experienced steamboatmen in the Union, who has been constantly on the river for nearly forty years, for declaring that when the

levee system became general and connected from below New Orleans up to Cape Girardeau and the waters of the river were confined to its channel, that bars all along the river were washed out, and the channel in many places perceptibly deepened.

And this experience is in perfect accord with the experience and actual observations of Captain Eads and Mr. G. W. R. Bayley, both of whom stand in the front rank of civil engineers. They concur in the opinion that crevasses form bars. In his *Physics and Hydraulics of the Mississippi River*, Captain Eads says: * * * "It (the river) scours out increased room for itself whenever its current is accelerated, and its deposits are everywhere found where its current is retarded." "The Bonnet Carre Crevasse was, in 1874, cited to show, to prove, that if the current is checked by the depletion of the river by a crevasse, deposition of sediment will occur below the crevasse, because the slackening of the current, caused by the channel below, being then too large for the diminished needs of the river, would cause the water to deposit part of its sediment, and thus raise the bottom of the river below the crevasse until by the contraction the natural current was restored." "We know," again says this distinguished engineer, "that shoals are produced below crevasses," * * * "and that they will disappear when the crevasses are closed."

But Mr. Bayley's soundings conclusively prove this theory to be true. In a recent pamphlet published by him on the subject of "Levees as a means of reclaiming lowlands," he gives the results of his soundings at four points on the river, two above and two taken just below the Bonnet Carre Crevasse.

Mr. Bayley says: "On September 20, 21, (after the occurrence of the Bonnet Carre Crevasse in April, 1874,) when the river was very nearly at its lowest stage, 20 feet below high water, I measured and carefully sounded two river sections above the crevasse outlet, one opposite and two below it; taking transit angles to each sounding. Sections 1 and 2 were taken 1 and $1\frac{1}{2}$ miles above the outlet, respectively; sections 4 and 5 were taken 750 and 1,500 feet below the outlet; sections 1 and 2 (taken above the crevasse) gave the following dimensions respectively: Widths, low water, 2,886 and 3,014 feet; maximum depths 110 and 79 feet; mean depth 64 and 54 feet; sectional areas 184,653 and 164,167 square feet; high water width 3,120 and 3,210 feet. Sections 4 and 5 (taken below the crevasse) gave the following dimensions respectively: widths, low water, 2,406 feet and 2,452 feet; maximum depths 62 and 64 feet; mean depth 40 and 42 feet; sectional areas 96,640 and 106,150 square feet; high water width 3,300 and 3,430 feet. The average dimensions of the two upper and the two lower sections were as follows: low-water widths, 2,950 and 2,429 feet; depths, 59 and 41.65 feet; sectional areas, 174,410 and 101,395 feet. Reduction of channel below average of upper and lower sections in width, at low water, 521 feet; in depth, average of whole sections or mean depth, 17.35 feet; in area of channel section 73,015 feet—square feet. The mean high-water sectional area above was 232,003 square feet, and below, 156,913 square feet; reduction" below, 75,000 square feet. * * * "The bottom, or the river-bed, when the upper sections were taken, consisted of firm blue clay, into which the 11-pound sounding-lead sunk from 1 to 2 inches only all the way across, while the depths were tolerably uniform, all indicating a channel of full natural dimensions free from deposits. The bottom, when both the lower sections were taken, was a soft, oozy mud or silt, into which the sounding-lead sunk from 1 to 2 feet, except near the left bank, (where the current was strongest,) on the bend side of the river, where

the bottom was also firm clay and free from deposits. Opposite the lower sections the sand-bar on the right-bank side had encroached upon the channel so much that the low-water width had been reduced more than 500 feet, and a new sandy ridge, evidently a deposit made during the preceding high water from 12 to 15 feet high at its lower end, had been formed above the low-water line and over the old bar, in a direction parallel with the thread of the current, from the river above into the outlet opening. Very extensive new deposits of sand had been made in the right-bank bend next below, several feet high above low water, and extending several hundred feet out from the shore-line; these were *known to be new*. Everything, the new sand-bars and sandy deposits, the new, oozy mud or silty deposits, extending nearly across the river-channel below the outlet, and the very great reduction of channel-way below caused thereby, indicated most unmistakably that this Bonnet Carre Crevasse outlet of 1874 did cause a partial filling-up of the river below." The experiments and observations of Mr. Bayley leave no room to doubt the fact that the crevasses of the Mississippi River swiftly and directly operate the formation of bars in the river below their point of outlet. He cites also the effect of outlets upon Red River, and especially the outlet known as Tones Bayou, some twenty miles below the city of Shreveport.

In twenty-five years this bayou, which, when cleared out, was an insignificant outlet, has increased its sectional area to 5,600 feet, while that of the main river below it has been reduced to 3,500 square feet; its depth has decreased 15 feet, and its channel has been contracted some 300 feet. An official report confirms Mr. Bayley's statements and attributes the decrease in the area, width and depth, to the outlet above, "which has been," says the report, "constantly enlarging."

Mr. Bayley concludes that "the same law governs in all sedimentary rivers, whether small or great. The first effect of an outlet is to lower the flood-line of a river, because time is required to re-adjust the river's regimen; but the ultimate effect the reverse, because the law is that the less the quantity of water flowing, the greater is the slope required for its discharge at a given velocity."

Your committee conclude that there is no doubt but that the crevasses of the Mississippi River are forming bars constantly and obstructing, in a measure, the commerce of the river, and that if the theories upon which they base their conclusions be true, the outlets, if not closed, will deepen and widen, and the bars will grow and the obstructions become more and more serious, until the commercial interests of the great river will utter a cry for relief that Congress will be obliged to heed.

But again, the commerce of the Mississippi has suffered and is suffering all the time, because the crevasses and the unsafe condition of the levees that still stand. The crevasses, some of which are half a mile wide and 70 feet deep at the point where they leave the river-channel, create a tremendous suck from the very center of the river. Into this maelstrom flat-boats, rafts, barges, trading-boats, are constantly drawn and destroyed. The powerful steamer, in day-time, passes them in safety; at night, however, and when the weather is not clear, (and dense fogs are of very frequent occurrence on the Mississippi River,) the steamer is obliged to tie up and wait for day-light, or the lifting of the fog, to pass the dangerous crevasse. Steamers have been lost, and others have been damaged, by being sucked into these dangerous outlets. The steamer *Katie*, one of the largest and finest steamers on the western waters, was drawn into the vortex of Bonnet Carre, within a few weeks past, and, with her hundreds of lives and 4,000 bales of cot-

ton, came near being lost. She saved herself with her powerful anchors, and was only pulled from her peril by tugs sent from New Orleans for that purpose. Other instances are well known of the total loss and destruction of steamboats in this way.

But, again, the transportation and delivery of freight, mails, and passengers is constantly retarded and hindered in flood-season for lack of safe levees. When the angry volume of waters has risen to a level with the frail embankment, steamers, for many miles, cannot land for fear of breaking the levee, or that the waves made by their motion may wash over and dissolve them. Hence they are obliged to carry freights and passengers miles away to some safer point, and land them very far from their destination. To the superficial observer the danger to a levee from waves created by a passing steamer might seem frivolous. But the exact force and might of these waves, influenced by the motion of the steamboat, have been measured and ascertained. We quote now from a report of the Special Committee on the Mississippi Levees, made to the Forty-third Congress, and prepared by Mr. Morey, now a member of this committee:

"The claim of the inhabitants of the delta for national aid rests upon much stronger grounds than mere prospective revenues and productions. These claims come in the form of reclamation. They are based upon the perpetual and ever-increasing attack upon the levees by the passing commerce of twenty-six States and Territories of the Union. * * * The steamers that transport this commerce send their waves ceaselessly against banks and levees, lashing and abrading them with tremendous power. The Lower Mississippi rarely rests. One series of waves succeed another, and each wave finds its rest in the equivalent of its force transferred to the banks and channel of the river. These lashings and abradings, independent of other causes, render the task of levee construction more and more oppressive yearly, until they have become intolerable. That this burden should be borne in part by those whose commerce attacks and batters down the levees, appears most equitable. * * * The forces started by a steamer in motion are chiefly lateral. The bow of the vessel and the paddle-wheels throw up waves that find movement only upon the river's surface, and even when the paddle strikes downward the displacement of the water is lateral, except at a short distance below the dip of the wheel. The force operates downward only at the wheels or propeller, and the reaction causes waves which race along the surface in successive lines, and break against the levees. And since the waters are indefinitely mobile among their particles, repose for the results of force can alone be found against the walls of the channel. The total force exerted against the bank must be the same whether diffused or concentrated, though the abrasions may be totally different. * * * The banks of the river being composed of material brought and deposited by a current flowing at the rate of three feet per second, it is but reasonable that when new forces are brought to bear upon them by greater velocity of current or wave these particles are displaced and carried on down the current.

"Let us take an example: The steamer James Howard, side wheels, with 1,500 tons freight, passed up the river at near mean high-water gauge at Carrollton, 12.5 feet, 3 feet below maximum. Her rate of speed was ten miles per hour against a current of four miles per hour, making the movement of her waves equal to fourteen miles per hour. The waves of practical value were oblique 23° to her course on each side, and could be distinctly counted to the fifteenth wave, and I added five for the confused and irregular waves that followed. Ten of these

waves were nearly of the same height, and were measured by their rise on a rod and a drift-log that did not break them. These waves averaged about 16 inches height at 300 feet behind the steamer, and the remaining ten waves averaged less than half that height, say 6 inches. They were all delivered against the banks with the velocity of the steamer plus the rate of the current, say fourteen miles per hour, or 20 feet per second. Without attempting to weigh this force by computing its dynamics from these data, we assume the tonnage of the steamer multiplied by her velocity gives the just practical result. The tonnage of freight and vessel was about 2,300 tons. We have, then, 4,600,000 pounds multiplied by 14.6 seconds multiplied by 17.60 for each mile of her travel. The aggregate force, then, that is abnormal, applied by this steamer, amounts in foot-pounds to 118,201,600 pounds, equal to 60,000 tons.

“Let us illustrate: A levee of 9 feet in height, by the recent formula of Humphreys and Abbott, with slopes of two and three to one, contains 1,200 cubic yards in every 100 feet of levee, and 3,000 pounds to the cubic yard. The 300 feet of levee, equal to the length of the steamer James Howard, would weigh 10,800,000 pounds; the force thrown against the levee or bank each trip by the passing steamer would be—

$$\frac{63,160,000}{2} = \text{to } 31,580,000;$$

more than three times the weight of the whole levee.

“Owing to the tenacity of the soil and materials of the banks of the river, these banks *do* stand these forces repeated fifty times a day under many modified forms. The fact that they *do* stand this fearful servitude is almost miraculous. But it is wholly abnormal and chargeable to the commerce of the Mississippi Valley.

“Your committee will not pause here to compute the forces hurled by seven thousand trips of steamboats and barges, with their three hundred thousand tons of burden, each year. The figures would be beyond comprehension. But we call earnestly and emphatically to the attention of Congress the wear and tear of this immense commercial servitude upon the levees which the enfeebled efforts of depleted and ruined States have thrown up for their protection. For a distance of over one thousand miles of river-front at flood-time the water is at the top of the levees and ten feet above the level of the fields and grounds below, where homes and women and children dwell, where fields are bright with promise. The lateral wave of one single steamboat is liable at any time to wash over and dissolve the levee, and unlock the angry waters, and loose them upon their remorseless mission of destruction. Along threatened points steamers cannot land for fear of this; and in descending the stream, for miles at times, they are obliged to shut off steam and drift along, lest their waves consummate the impending ruin. Here is delay and reduction upon the commerce of that mighty river which calls aloud to Congress for relief.”

But, again, the commerce of the city of New Orleans, with the country lying just north of Lake Ponchartrain, is suffering, and in some branches being destroyed, by failure to close the Bonnet Carre crevasse. Lake Ponchartrain lies just north of New Orleans, and only four miles from the heart of that great city. It is nearly forty-five miles long and has an average width of twenty-two miles. Its western border is within five miles of the Mississippi River, and upon that border, for a distance of some eighteen miles, runs the track of the New Orleans, Saint Louis and Chicago Railroad. Lake Ponchartrain connects in the southeast through the Rigolets

with Lake Borgne, the Mississippi Sound, and the Mexican Gulf. Formerly, it was a most beautiful expanse of waters, clear and healthful, and abounded plenteously with the finest salt-water fish and oysters, while the invigorating and cooling breezes that played over its surface were sought each evening during the seven summer-months of that climate by tens of thousands of the people of that great city, and their healthful influences were felt throughout its entire limits. Across its waters hundreds of vessels were constantly passing, bringing to market their freights of lumber, wood, shells, tar, turpentine, mosses, brick, sand, and lime, besides cotton and other produce. The northern borders of the lake were sought by hundreds during the summer-heat, and its shores were dotted with beautiful residences and handsome villages. But the Bonnet Carre crevasse in 1874, in April, hurled its angry surcharge of turgid waters into the lake, destroying plantations, tearing up the track of the New Orleans, Saint Louis and Chicago Railroad, and suspending its operations for months, at a total loss to the road of some \$2,000,000. It continued to pour the waters of the Mississippi River into the lake during the springs and early summers of 1874, 1875, and 1876. The result is that the business of hundreds of fishermen is broken up, for the waters of the river have changed the whole character of the lake and have driven out the salt-fish and destroyed the oyster-beds. The lake itself is rapidly filling up with the sediment with which the crevasse water is charged, and which is deposited, so soon as the crevasse current is checked, in the placid waters of the lake. Navigation of the lake is becoming dangerous and difficult. The trade of the lake, which engages and employs three hundred vessels and three thousand men, and supports, perhaps, forty thousand people, is threatened with utter ruin. The city of New Orleans, impoverished and almost bankrupt, has just ordered a hydrographic survey of the lake, for the purpose of determining accurately the effects of the crevasse in filling up the lake, thereby raising the water-line and threatening to overflow the city itself. The intermingling of the lake and river (fresh and salt) waters is producing malarial fevers both in city and in country, destroying the charm of the country retreat, and making that a curse to the city which was intended to be one of its chief blessings, for the lungs of the lake now breathe disease rather than health in the city's face.

Here, then, are evils to the commerce of the country and to its general welfare which brings the relief asked for directly within the constitutional power of Congress to bestow.

But again. Not only is the river and lake commerce suffering from these accumulations of evil and danger, but the commerce by railroads in the delta is suffering. And here we cannot do better than extract from the very able memorial of the New Orleans Chamber of Commerce, prepared by Professor Forshey, and adopted by the chamber. The memorial says: * * * "Five railroads traverse this inland sea, and every one of these is, in its turn, whelmed and seriously injured by the flood-waters. Within the last four years the only railroad that led from New Orleans northward had its operations stopped for months, and lost, in consequence of the Bonnet Carre Dune, \$2,000,000. The New Orleans and Brashear Road had its bed whelmed by the flood, and now builds its track above the flood-line to escape it if it can. The Vicksburgh, beginning and ending in the flood-region, is struggling for existence, and scarcely pays running expenses." We may add, too, that it runs through one of the most fertile regions in the entire cotton-belt, its termini being opposite Vicksburgh, and at Monroe, Louisiana.

The Memphis and Little Rock Road has been entirely abandoned from its initial point to where it meets the Iron Mountain Road. * * * Railroads are impossible in

the delta so long as we are without the protection of levees. No Southern Pacific Road, even should it get its millions of treasure from the Government, need expect success unless the levees are maintained. We must remain a divided empire, for seven or eight hundred miles from the sea, unless we can have levee protection.

Here again are reasons appealing directly to the commerce and development of the country, and looking to its "general welfare," which plead for the relief asked for.

But we propose now to glance at this subject as a measure of political economy. Contemplate the fearful loss sustained by the floods materially, and the depreciation of real estate in the overflowed regions.

The loss by the flood of 1874 was \$13,000,000. This year, so far as it can be ascertained, it is \$2,000,000. And this makes the total sum of \$15,000,000 in actual material wealth within three years, or at the rate of \$5,000,000 per annum.

It is estimated that the cotton crop this year will be cut short 400,000 bales, worth \$60 per bale, \$24,000,000. The sugar crop will fall short 50,000 hogsheads, worth \$5,000,000. Total loss to the produced values of the country, \$29,000,000. If we were to compute the amount of losses of former years of floods, and then add the losses in the decreased productions of the country, the sum would appear incredible.

We will take one other single item of loss. Whatever appreciates the property of a nation adds so much to the general wealth. Whatever deteriorates its property, destroys *pro tanto* so much of its wealth. And here your committee again quote from the able report of Mr. Morey to the Forty-third Congress: "Assuming the 26,363,520 acres of land to have been worth \$1.25 per acre unreclaimed on the fronts of streams of the larger class to an average depth of one mile on each side, amounting to about 8,000 square miles, equals 5,120,000 acres, the whole would be worth \$6,400,000. Computing the residue as unsalable, but worth ten cents per acre, gives a value of \$2,124,352, and adding the two sums we have a total value of the lands without levees of \$8,524,352. Glance now at their value with the half-perfected system of levees extending along some 1,500 miles of river-front. The reclaimed lands were worth on an average \$30 per acre, and the 5,120,000 acres were worth \$153,600,000, and the remaining lands appreciated to \$10 per acre or \$212,443,520, and the real value of the whole area was \$366,053,520." Here, then, was an addition by appreciation of property to the general wealth of the country by reclamation through levees of over \$355,000,000. And now, in 15 years, look at their condition and value. Millions of acres have been sold for taxes; others, after advertisement, have failed to bring anything whatever, and it is safe to say that the depreciation in the last 16 years has reduced the value of these lands to less than \$100,000,000, showing a loss by depreciation alone of some \$255,000,000. With a loss of \$29,000,000 in three years from material losses and decreased production, or at the rate of nearly \$10,000,000 per annum, and a loss in depreciated values of \$255,000,000 in 15 years, how insane the policy that will not prevent the one or regain the other at the cost of a few millions of treasure. Would any sane man trust his business affairs to an agent who displayed so little of thought, forecast, or business management?

In glancing at the probable results of reclamation, Mr. Morey's report concludes: "Should the reclamation be completed, in ten years we are confident that the total value of both cultivated and uncultivated lands and the swamp lands would be double this estimated value; and within ten years thereafter the real value of the delta would be, if they could be estimated in money, worth the sum of \$732,086,940. What, then,

would be the result to the people of the United States within fifty years if all the alluvial lands of the delta are reclaimed and utilized? The treasure required to put and keep in order the levees would be returned in a territory rescued by science, courage, and enterprise from the delta sea, the most valuable on the globe."

But again. In the reclamation of these lands the Federal Government will find the solution of her trade accounts with the world, and your committee believe of her financial embarrassments.

Let it be remembered that the delta includes and embraces the very finest regions of the cotton-belt, and that cotton is our chief export. The total supply of this staple produced in 1875 was near 6,500,000 bales, and of this the United States produced near 4,000,000 bales. Taking advantage of our civil strife and the cotton-famine it produced, the English government stimulated its production in every available country where it will grow. But the statistics show that American cotton can be raised cheaper because of the perfect adaptability of our soil and climate, while its staple is larger and better for the purposes of manufacture. The crop of cotton since the war has kept nearly up to the standard of the great crop of 1860-'61, which was about 4,500,000 bales. But the reason of this is, in view of the fact that so much of our cotton-belt is now idle that formerly produced the great bulk of the crop, that a vast number of small farmers in the uplands have turned their attention to the culture of cotton who formerly produced none. The protection of the cotton region by means of the proposed levees, will increase our crop, and will leave no possible reason for the non-production of 10,000,000 bales as easily as 4,000,000 now. With crops like these the United States Government could command the cotton-market of the world and enjoy a monopoly of its production and sale.

The balance of trade in her favor would annually sum up to hundreds of millions, while her own industries would be quickened and fostered by the cheapness and abundance of supply of the raw material for manufacture.

With millions of gold-profits on each year's commerce flowing into this country from foreign trade, there would be no more gold-famines or gold speculation or black Fridays. The currency of the Government would appreciate to par with gold, because of its abundance and because the drain would be toward us rather than from us, as heretofore.

But glance one moment at another great interest. In 1860-'61 Louisiana produced 460,000 hogsheads of sugar. Last year (1875) her crop was something over 100,000 hogsheads. We annually consume in the United States about 900,000 tons. To protect our sugar-interests in Louisiana, a duty is imposed on foreign sugars, which the consumers—our own citizens—are obliged at last to pay, and amounted in 1875 to about \$34,000,000. For the sugar itself imported, we paid in 1875 \$70,015,757, in gold.

Louisiana produced in 1860-'61 about one-fourth of the amount we now consume. But then her sugar-lands were not developed by three-fourths; only the lands lying along the river-fronts and upon the bayous were under cultivation. Developed as they could and would be by reclamation, her sugar-lands would free us from dependence upon foreign sugar, would save us annually a drain of from seventy to eighty millions of gold. And this sugar-interest is likely to assume a serious shape at no distant day. The island of Cuba sends us annually about 750,000 tons of the sugar we consume. We receive a small quantity from the Barbadoes and Martinique, and Louisiana supplies the small remnant

for our consumption. Sugar is no longer a luxury; it has become a necessity.

The dissolution of Spanish power in Cuba and the emancipation of the slaves are questions only of a little time. Sugar is raised only by slave-labor on that island. The abolition of slavery and the slave-trade, against which the moral sentiment of the world is arrayed, would in a short time, in the course of a few years only, result in the paralysis of that fertile island as an exporter of sugar. The civil commotions of that unhappy island, which for now more than six years have convulsed it; the destruction of the finest estates, the turning of the attention of its planters and laborers to war and strife, have impaired its production of sugar already. That strife will never end except in the independence of the island, and with this independence will come emancipation of the slaves. The new relations, then, between the races, their difficulty of adjustment, the lack of Anglo-American energy and wisdom to organize a system of free labor, the independence of the ex-slave springing from his surroundings in a tropic land washed by the sea, affording him a ceaseless supply of food and dispensing with the necessity of clothing, all foreshadow the total destruction of the vast sugar-interests of the island and that she will cease to be its chief exporter. Such has been the history of Hayti, Santo Domingo, and in great measure with Jamaica, where there was a gradual system of emancipation; where all has been done that British energy, money, and civilization could do to inaugurate a good system of free labor. With Cuban sugar no longer available, from whence would come our supply of 950,000 tons? Develop the sugar-lands of the South, 2,000,000 acres, in time, and that question is easily answered.

Your committee have thus glanced at this vast subject, and report that, in their opinion, the delta of the Mississippi River ought to be reclaimed. They believe that the States of themselves cannot do this work, and that the Government can and ought to do it. They submit that it is national in its character; they submit that the work can be done legitimately and expressly under the powers granted to Congress in the Constitution; they submit that every consideration of political economy and future power and wealth as a nation demand that this great work be done.

How to accomplish it is the next and only remaining question. Various plans have been proposed and discussed. The system of outlets, reservoirs, and other plans of minor note have been examined. This whole subject was referred to Maj. A. G. Warfield, jr.,* who was appointed especially to visit the alluvial regions, which he did at his own expense, and invited to give an opinion as to the various plans proposed. This he has kindly complied with, in a most able and exhaustive "Review of the different plans for the reclamation of the alluvial lands of the Mississippi River from inundation," which your committee adopt as part of their report.

WASHINGTON CITY, D. C., *April 12, 1876.*

SIR: Having had the honor of receiving the instructions of the committee over which you preside "to accompany the subcommittee appointed to visit the Mississippi levees and the inundated region," and

* This distinguished engineer is a native of Maryland, and, though young, has seen much service in the United States and in Japan, whither he went and spent several years in the service of the Emperor of Japan, by whom he was appointed chief engineer of Kaitakushi department of the Japanese government. In Japan, China, and in Europe he saw and studied the various levee systems of those countries. He was a pupil of the distinguished Benjamin H. Latrobe, C. E., of Baltimore.

submit my views upon the different plans proposed for the reclamation of the alluvial basin of the Mississippi, I beg to say that I have sought rather to investigate the plans which have from time to time been advocated by distinguished engineers and other able writers, and to give the information collated from their investigations, than to attempt the origination of any plan or statement of facts peculiarly my own.

A description of that portion of the Mississippi River and Valley which particularly interests your honorable committee is necessary to a proper appreciation and thorough understanding of the various plans proposed for the protection of the valley from the great floods of the river.

There are few divisions of the earth which offer more beautiful illustrations of their adaptations of natural means to an obvious purpose than the physical geography of that portion of the United States which lies between the great lakes and the Gulf of Mexico, and extends from the Alleghany to the Rocky Mountains. From the summit of the latter a great plain slopes gently to the east, along which flow all the streams that enter the Lower Mississippi and the Gulf of Mexico from the west. Another plain, of nearly equal extent and equally gentle in its inclination, descends from the north, along which flows the northern tributaries of the Ohio and Mississippi itself, until it unites with the great Missouri, flowing along the irregular line which marks the intersection of these vast surfaces; while another plain, descending from the summit of the Alleghany range, conveys the waters of the Cumberland and Tennessee, and all the southern tributaries of the Ohio, and intersects the great plain from the north in the valley of the Ohio, and the greater plains from the west in the valley of the Lower Mississippi.

The intersection of the great slopes from the south and east with those from the north and west, near the confluence of the Mississippi, Missouri, and Ohio, creates what deserves to be regarded as a geographical center of this remarkable region, a position which is rapidly becoming, from causes depending upon its physical geography, almost entirely the center of commerce, wealth, and population of the whole North American continent.

The area drained by the Mississippi River and its tributaries, above the mouth of Red River, is 1,226,600 square miles.

It is not assuming more than the actual progress of this country will justify, or more than is fully warranted by the history of the last thirty years, to conclude that at the close of the current century, or twenty-five years hence, the population will reach 100,000,000, and of this number not less than 50,000,000 will be found within the region drained by the Mississippi and its tributaries. Taking the area of this region, as above stated, at 1,226,600 square miles, its population in the course of half a century will average more than 40 persons to each square mile.

The delta of the Mississippi is usually assumed to extend from the Gulf of Mexico to the point at which rock *in situ* is first encountered on both sides of its channel, and supposed to be found in the bed. This point is near the village of Commerce, about 28 miles above the mouth of the Ohio. But if we mean to designate by "the delta" that formation of alluvial soil through which the Mississippi now flows, and which has been raised above the sea-level by the earthy matter brought by the river from the highlands, it will be difficult to assign its true northern limit. There is no evidence that the Gulf of Mexico in the present order of things, and under the present adjustment of land and water, ever washed the base of the hills north of the Ohio.

For present purposes we may adopt the mouth of the Ohio as the head of the delta, though only for the convenience of assigning some limit to the field of the proposed investigations.

To be able to form a just conception of the present physical constitution of the delta, and the causes of its overflow, we must imagine a great plain sloping uniformly from the mouth of the Ohio, in a direction deviating but little from a due southerly course, to the Gulf of Mexico. The length of this plain from the mouth of the Ohio to the waters of the Gulf is 500 miles. Its northern extremity is elevated 275 feet above the surface of the Gulf, and is there and everywhere else but little above mean low water in the Mississippi River. Its total descent, following the highest surface of the soil, is about 320 feet, or at the rate of 8 inches per mile. The breadth of this plain, near the mouth of the Ohio, in an east and west direction, is from thirty to forty miles; and at the Gulf of Mexico it spreads out to a width of almost one hundred and fifty miles. It is inclosed on the east and west by a line of bluffs of irregular height and extremely irregular direction.

This plain, containing about 40,000 square miles, has been formed in the course of ages by the material brought down by the Mississippi River and its tributaries. The river has therefore raised above the level of the sea the soil which constitutes its own bed. It flows *down this plain of its own creation* in a serpentine course, frequently crowding on the hills to the left, and once passing to the opposite side and washing the base of the bluff which makes its appearance on the west at the town of Helena.

The actual distance from the mouth of the Ohio to the coast of the Gulf is, as stated in round numbers, 500 miles. The computed length of the Mississippi River, from its confluence with the Ohio to the mouth of the Southwest Pass, is 1,178 miles; and the average descent at high water .27 of a foot, or $3\frac{1}{4}$ inches per mile. The course of the river is therefore lengthened nearly 700 miles, or is more than doubled, by the remarkable flexures of its channel; and the rate of its descent is reduced by these flexures to less than one-half the inclination of the plane down which it flows in a trench or channel 300 feet wide, 75 feet deep at the head of the delta, and 120 feet at the foot, and inclosed by alluvial banks, which rise from 20 to 40 feet above low water. It bears along at all times, but especially in the time of floods, a vast amount of earthy matter suspended in its waters, which the current is able to carry forward so long as the river is confined to its channel; but when the water overflows its banks its velocity is checked, and it immediately deposits the heaviest particles which it transports, and leaves them upon its borders; and as the water continues to spread farther from the banks, it continues to let down more and more of this suspended material, the heaviest particles being deposited on the banks, and the finest clay conveyed to positions most remote from the banks. The consequence is that the borders of the river which received the first and heaviest deposits are raised higher above the general level of the plane than the soil that is more remote; and thus, while the plane of the delta dips toward the sea at the rate of 8 inches per mile, the soil adjacent to the banks slopes off at right angles to the course of the river into the interior 5 or 6 miles, at the rate of 5 or 8 feet per mile.

What is here said of the Mississippi applies equally, though with modifications due to the difference in the magnitude of the streams, to all the tributaries, great and small, which flow into it from the mouth of the Ohio to the Gulf of Mexico. Each tributary is inclosed at low water by banks 20 or 30 feet high, which it overflows at periods of

flood, mingling its waters of overflow in the lateral low grounds with those of the Mississippi. The immediate borders of each tributary likewise presents a narrow strip of cultivated or arable soil near the winding channel, and great unbroken swamps beyond. The delta of the Mississippi was, therefore, in its natural condition at high water, a vast inundated tract, through the lowest depressions of which might be traced the channel of the river, absorbing numerous tributaries in its course, each of which found its way to the common recipient along the most depressed portions of the adjacent lowlands.

At the mouth of the Missouri, the Mississippi River pit assumes its characteristic appearance of a turbid and boiling torrent, immense in volume and force. From that point its waters pursue their devious course for 1,300 miles, destroying banks and islands at one locality, reconstructing them at another, absorbing tributary after tributary without visible increase of size, until at length it is in turn absorbed in the great volume of the Gulf of Mexico. But a true conception of a river whose enormous volume and apparently irresistible power impart to it something of sublimity, cannot be framed from a written description of its magnitude and motion.

Nothing will more forcibly impress the mind of the practical man with the inestimable value of the Mississippi and its tributaries as a social, commercial, and political bond of this great country than the comprehensive study of the grand and beautiful problem of controlling their waters. The subject is of vast interest, highly complicated, and full of difficulty.

A flood in a great river like the Mississippi is but a wave spreading along a limited portion of its course.

Such notices of the great floods as can be prepared from existing records show that previous to the beginning of the present century seven worthy of note occurred between 1718 and 1796, as follows: In 1718, 1735, 1770, 1782, 1785, 1791, and 1796, an average of one in every ten years. These floods overflowed the country and did great damage to the then existing levee-system along the river. The list of floods is complete since the beginning of the present century; for in 1798 a regular record was begun at Natchez by Gov. Winthrop Sargent, and has been continued under the auspices of the General Government at various points along the river up to the present time. These observations show that great floods happened during the following years, to wit: 1801, 1809, 1813, 1815, 1823, 1828, 1836, 1844, 1847, 1849, 1850, 1851, 1859, 1862, 1865, 1868, 1871, 1874, 1875, and 1876, in all 21 floods in 75 years, or an average of one in every $3\frac{1}{2}$ years.

All these floods approached very near, in fact within a few inches, (less than half a foot at New Orleans and less than two feet in the river the whole length of the delta where not recently disturbed by cut-offs) of the greatest high-water mark, and that mark is above the level of all the alluvial lands lying opposite and south of each point of observation on the river-bank.

The causes of the greater frequency and more alarming character of the floods in recent than in former times are attributed—

(1) To the extension of cultivation throughout the Mississippi Valley, and those of its tributaries, by which the evaporation is thought to be in the aggregate diminished, the drainage obviously increased, and the floods hurried forward more rapidly into the country below.

(2) To the extension of the levees along the borders of the Mississippi, and of its tributaries and outlets, by means of which the water which was formerly allowed to spread over thousands of square miles of lowlands

is becoming more and more confined to the immediate channel of the river, and is therefore compelled to rise higher and flow faster *until, under the increased power of the current, it may have time to excavate a wider and deeper trench to give vent to the increased volume which it conveys.*

(3) To cut-offs, natural and artificial, by which the distance traversed by the stream is shortened, its slope and velocity increased, and the water consequently brought down more rapidly from the country above and precipitated more rapidly upon the country below.

(4) To the gradual progress of the delta into the sea, by which the course of the river at its embouchure is lengthened, the scope and velocity there are diminished, and the water consequently thrown back upon the lands above.

It is clear that each of these causes is likely to be progressive, and that the future floods throughout the length and breadth of the delta and along the great streams tributary to the Mississippi are destined to rise higher and higher, as society spreads over the upper States, as population adjacent to the river increases, and the inundated low lands appreciate in value.

For the prevention of the increasing dangers growing out of these several co-operative causes, various plans have been advanced and discussed by able engineers and scientific writers during the last half century.

DIVERGING TRIBUTARIES.

It has been proposed to protect the Lower Mississippi Valley from overflow by diverting the course of certain main tributaries, and thus diminishing the discharge in floods. The general principle upon which this plan is based is unquestionably correct; but whether the practical application of it would produce results commensurate with the necessary expenditure is a mooted question. Beginning in the northern part of the basin, the first proposed application of this system is upon the Upper Missouri, which, it is suggested, might be turned into the Red River of the North. Even if this project were possible at a moderate cost, its practicable utility for the purposes contemplated would be more than doubtful. The floods in this part of the Missouri are to be little feared below the Ohio. It is the sudden rise in the lower tributaries which work the ruin below. Floods in these upper branches are nearly expended in the vast reservoir of the channel, and have but little influence on the oscillation of the river even at Saint Louis.

Lastly, such a work would interfere with the navigation above the point of diversion which extends for several hundred miles, and is every year becoming more important to the country.

The next tributary for which this plan presents any appearance of feasibility is the Arkansas. It has been proposed to turn the floods of this stream into the Bayou Bartholomew or Bayou Macon. The practicability of this undertaking cannot be decided without a careful survey. Assuming, however, that it is feasible, the plan has its advantages and obvious disadvantages. Keeping the Arkansas floods out of the Mississippi would have a peculiarly beneficial effect from Napoleon down to Red River Landing, where the water would, of course, make its appearance through the Red River Channel. Above Napoleon the effects would be but little felt. Below the Red River they would be in some measure injurious. The plan must, therefore, be considered purely local. The primary objections to the scheme, supposing it to be feasible at a moderate cost, arise chiefly from the difficulty of preventing injurious effects upon the navigability of the Arkansas River, and to the fact

that it would only furnish protection against *certain classes* of floods, for it often happens that the Arkansas is low when the flood from above is passing its mouth. The coincidence of the greatest floods in both rivers is, of course, *possible*, but the chances of their coincidence are so remote as to amount to a practical impossibility.

The only remaining tributary to which this system might be applied is Red River. It has been suggested, first, to turn the surplus waters of this stream into the channels draining to Bayou Teche; or, second, to compel the Atchafalaya to carry off its entire discharge by closing Old River above Red River Landing. To the first of these projects the remarks just made respecting the Arkansas River apply, excepting the advantages to be derived are materially less, and the practical difficulties to be encountered even greater. The second project, to close Old River, would, if executed, entail disastrous consequences.

"It is sufficient to state," in the language of the engineers of the commission, "that no such works are practicable, except at enormous expense, and that the injury to navigation, which would be sure to result, would in any event forbid their execution."

RESERVOIRS.

This plan is to hold back "in the flood-season, by systems of artificial lakes upon the tributaries of the Mississippi, such a volume of water as may be requisite to reduce within its banks the floods of that river. The volume of water thus held back is to be retained for improving low-water navigation. The discharge of each tributary is thus to be more surely equalized throughout the year, and a double advantage secured. The plan, in theory, is admirable, and has long been a subject of discussion among European engineers. Artificial lakes for protection against floods were constructed as early as 1711 upon the Upper Loire, and they have since been advocated, both for improving navigation and restraining floods, by eminent writers, among whom may be cited M. Lombardini, M. Polenceau, M. Boulangé, and M. Vallée.

This equalizing tendency of reservoirs was pointed out in the first report upon the improvement of the navigation of the Ohio River, (Report of Board of Engineers on the Ohio and Mississippi Rivers, by S. Bernard, brigadier-general, and Joseph G. Totten, major engineers, New York, December 22, 1822,) not as a means to be resorted to for that object, but as exhibiting the condition of other rivers, the Rhine, for instance, in contrast with that of the Ohio. Among American engineers who have advocated a system of reservoirs to our western rivers, are Charles Ellet and Elwood Morris. Mr. Ellet repeatedly recommended the system for restraining the floods of the Mississippi, even within the delta. It will be observed that two distinct advantages are claimed for this system: one is the improvement of navigation in low water; the other, protection against floods. The former is foreign to the purpose of this report. The second advantage claimed for the plan, however, is very different. It is proposed by it "to protect the whole delta and the borders of every stream in it, primary and tributary, from overflow." Little consideration is necessary to make it apparent that this system is not applicable to restraining the floods of all rivers. Certain topographical conditions are essential to its success. The valley must be of such a character that dams of reasonable dimensions can be constructed, which shall keep back the identical volume of water which otherwise would make up the flood. The essential conditions are the very reverse of those existing upon the Lower Mississippi. It is em-

phatically a river which drains a plain. The area of the narrow border of mountains around it is insignificant when compared with the great extent of its basin. If we add to these peculiarities the fact that its main tributaries are all navigable rivers, which are too valuable as waters of communication to be interfered with by dams, even if the system were otherwise practicable, it is evident that reservoirs can be located only in the narrow belt of mountains upon the eastern borders of the basin, where they can have relatively but little effect upon the whole volume of the floods, but might still exert sufficient at a critical conjuncture to justify their erection. To guard against misconception, it may be well to repeat that the advantages of a reservoir-system upon certain western rivers, and particularly the Ohio and its principal tributaries, for certain objects, are not questioned.

The board of engineers appointed "to examine and report a permanent plan for the reclamation of the alluvial basin of the Mississippi River," in their able paper referring to the reservoir system, say: "In theory this system is very attractive; but in practice it promises no relief to the low lands of the Mississippi, simply because there are no available sites for reservoirs sufficiently large to produce the desired effect."

OUTLETS.

The plan almost universally recommended for obtaining relief from the overflows of the Mississippi is that of creating artificial outlets to draw the surplus water from the river and discharge it by waste-weirs, through new channels, into the Gulf of Mexico. From its nature it is only applicable below the Red River; and it is certain that the preference almost universally given to this method is attributable mainly to the tempting facility of execution and the benefits which it offers for the estates along the immediate borders of the Mississippi.

But this plan, simple, easy of execution, and certain as it is to effect the purpose claimed, when applied, to a limited extent, on the lower portions of the river, is open to some well-founded objections, and has encountered much opposition from recent able writers and engineers. First among the legitimate objections is the difficulty of giving vent to the surplus water which now comes down, and, *a fortiori*, to that large mass which is destined hereafter to come, in sufficient volume to protect the coast without deluging other portions of the adjacent country, already suffering from the very excess that now prevails on the Mississippi itself. Another objection to this plan, which is also founded in reason, is the certainty that great deposits will be left in the lakes into which the waters withdrawn from the Mississippi will be discharged before they can reach the Gulf deposits, which will not only impair the navigation of these lakes, but ultimately convert them into swamps, like those which it has been one of the great objects of the whole population of the delta to reclaim and bring under cultivation.

Then there is the opinion advanced and vigorously maintained by others, that these new outlets, having shorter routes and a greater descent than the river itself, will be rapidly abraded by the escaping water and ultimately so much enlarged as to become the main outlet or true channel of the river; and thus lead to the eventual destruction of the present channel and its invaluable navigation, and consequently involve the ultimate decay of the city of New Orleans.

Finally, there stands in the way the apprehensions seriously entertained, and forcibly expressed by engineers of great intelligence and respectability, that the letting off a portion of the water by lateral chan-

nels will cause a diminution of the velocity of the current, and a consequent filling up and contraction of the present channel of the Mississippi below the points at which the water is withdrawn. Whence, it is concluded, that as the channel of the river becomes smaller than it now is below the new outlet, and the speed of the current will be diminished, then the discharge of that channel must become less in proportion as the capacity of the outlet is made greater, and that consequently there will be really in the end an appreciable increase of the height of the floods.

The following, in support of the last objection, is extracted from the last year's report of the levee commission of engineers to the governor of Louisiana, the opinions expressed being those of Mr. Bayley :

As regards the effect of outlets, such as the Bonnet Carré crevasse of 1874, observations and measurements show that they cause a partial filling up and contraction of the river-channel below them. This, Mr. Bayley claims, was the result below Bonnet Carré, in 1874.

This crevasse occurred in consequence of the washing-out of a muskrat-hole or burrow in the levee, on the 11th of April, 1874, at 5 o'clock a. m. It enlarged too rapidly to be checked or controlled, and remained open during the rest of the flood-season. The break occurred when the river there was at its highest stage. The width of the opening when measured at low water in August, from levee to levee, was 1,370 feet. A channel 550 feet wide by about 30 feet deep, at low water, and about 50 feet at high water, measured on a line with the levee, was scoured out through the firm, clayey bank of the river by the rushing torrent, and this wash-out extended, with a somewhat reduced width and depth, however, for a distance of about 1,400 feet back of the levee. The sectional area of the crevasse, as measured at low water in September, 1874, was 34,985 square feet to the top of the levee. The area of the washed-out channel to the level of the bottom of the crevasse-channel on each side, between the ends of the levee, was 16,700 square feet, leaving 18,195 square feet as the area of crevasse-opening, exclusive of the crevasse-channel. Allowing 2 feet for depression of surface of the water in the opening, we have about 32,000 square feet as the present area of discharge of this crevasse at high water, and say 15,455 square feet as the actual area of discharge, exclusive of the crevasse-channel.

The opening gradually enlarged to its present capacity, after the river reached its highest stage, and while it was slowly declining. We have not the data necessary for estimating how much water escaped through this outlet between April 11 and July 15, 1874, the latter date being about the time when it ceased to run through; but of course it was less than the quantity which must flow through it at the next flood-stage of the river if the gap is left open. In order to ascertain the effect of the reduction of quantity in the river below this crevasse, Mr. Bayley, of this commission, on the 20th to the 22d of September, 1874, measured two sections of the river above, one opposite the upper end, and two below this crevasse. At that time, the river was nearly at its lowest stage, and the river-water had ceased to flow through the crevasse for more than two months.

Average of the two upper sections: Depth, 59 feet; width, 2,950 feet; area, 174,410 square feet. Average of two lower sections: Depth, 41.65 feet; width, 2,429 feet; area of channel, 101,395 square feet. The reduction of low-water channel below, (evidently caused by the crevasse-outlet, as shown by the hard and firm bottom where the two upper sections were taken, and the soft, oozy mud or new deposit where the two lower sections were taken, as well as the new sand-bars on the right-bank shore opposite same,) taking the average of the two upper and two lower sections, amounts to 17.35 feet in average depth, 521 feet in width of low-water channel, and 73,015 feet in sectional area.

It was also noted that there had been very extensive new deposits, forming sand-bars several hundred feet from the shore-line, in the river-bend next the right bank, below the Bonnet Carré crevasse-outlet, and it is known that these were made, principally, during the flood of 1874.

Mr. Bayley, of this commission, claims that the ultimate effect of such an outlet will be to elevate the surface or the high-water line of the river, as well as its bed below it, because the reduced quantity of water requires an increased surface-slope for the maintenance of that velocity necessary for its discharge; consequently, that, when the river has had time to adapt itself to the changed conditions, a permanent reduction of the normal quantity flowing in the river-channel at high-water, the dangers of overflow will be increased beyond what they are now.

In proof of this he calls attention to the fact that, while the high-water slope of the Mississippi River from New Orleans to the head of the passes is only about one and a

half inches to the mile for the whole river, the high-water slope of the southwest channel—which discharges about one-third of the river's volume—is more than two and a fourth inches per mile; of Pass à l'Outre, more than two and a fourth inches per mile, and of South Pass nearly three inches per mile.

It is well known, he maintains, that the greater the normal quantity of water flowing in a sedimentary river, below its last affluent, the less will be its surface-slope and the greater its depth, velocity of current, and sectional area of channel. The width of the Mississippi River does not increase from the mouth of the Ohio down, but its depth does below each affluent, while the surface-slope diminishes gradually as far down as the head of the passes, where the water is divided, causing increased slopes thence to the sea.

The commission of engineers appointed to investigate and report a permanent plan for the reclamation of the alluvial basin of the Mississippi River subject to inundation, in their report advance the opinion that "the channel-bar" (below Bonnet Carré crevasse) "has been a permanent feature for at least twenty-four years, and consequently has not been formed by any escape of water from the river."

Mr. Bayley, on the other hand, in my opinion, successfully controverts the views of the commission of engineers.

He claims that the deposition of sediment "below an outlet is not 'assumed,' as has been alleged, but that it is a *well-ascertained fact*." Below the Bonnet Carré crevasse of 1874, he says the *low-water sections* and not the *high-water sections*—which latter the levee engineer commission alone give—are those which show unmistakably that a large amount of deposit below did actually occur. It should be borne in mind, also, he claims, that the sections, the area of which are computed to the high-water line below, are largely composed of dead-water area under the point and within the bar, where there is no perceptible current at all at any stage of the river, while water flows during all stages of the river through the upper sections given.

Also, it should be remembered, that there have been three great crevasses in the Bonnet Carré bend—in 1850, 1871, and 1874—and that the section-measurements which are relied upon to show that the sections were *originally contracted below*, and therefore are not the result of outlet action, were taken *the next year after the greatest crevasse of all occurred*, that of 1850, which was about one and a half miles wide, its lower side being just about where the lower side of the crevasse of 1874 is situated.

Mr. Forshey's sections were taken in July, 1850, the same year of the greatest of Bonnet Carré crevasses, but *after* the crevasse had been running several months and the river had fallen, and therefore after the deposit thereby caused had occurred below it, he found the high-water section below 68,800 square feet less than above the outlet. Now it is "*assumed*" that this difference was *not* due to the outlet action, but was a "natural contraction of the channel at this point" below the outlet. As no sections were taken before the crevasse of 1850, to show what had been the relative area of the section previously, it is equally an assumption to say that no deposit occurred below, and that a "natural contraction of the channel there" existed previously. "It was no assumption for me to say that deposit occurred below the outlet in 1874, because the new, soft, oozy deposits, below in the low-water channel, found there, together with the hard bottom above, and the great difference or diminution in width and depth below, were conclusive proofs of the fact. I saw and examined the new deposits."

In Red River, and below Shreveport and elsewhere, and in the Lafourche Bayou, it is well known that deposits occur below every outlet, and reference is made to what is stated respecting these in this report elsewhere. Both these are alluvial streams, like the Mississippi.

But a case in point exists in the Lower Mississippi itself; below Cubitt's Gap, a crevasse occurred in 1862, through the left bank of the river, about four miles above the head of the passes.

We have a record of the river-depths below this great outlet—now 2,700 feet wide—made by Captain Talcott, in 1833, and by the Coast-Survey Department in 1875, or both before and after the outlet occurred. The missing link—a record of reliable soundings taken before the crevasse-outlet happened—is here supplied.

Reference is here made to the Coast-Survey maps of the Mississippi River mouths and above them, of 1839, and the late surveys by Lieutenant Marinden, of the Coast-Survey Department in 1875. These show an unmistakable filling up of the river-bed below the Cubitt's Gap crevasse-outlet of 1862. It cannot be said that a "natural contraction of channel" because of an abrupt bend exists there, for the river is very wide and straight. Where the depths were 30, 42, 41, 37, and 28 feet, on a line across the river, with a width exceeding one and a quarter miles about one mile above the head of the passes and below the Cubitt's Gap, but 30 to 31½ feet is found in the deepest middle portion of the river now, and corresponding reduced depths toward each shore-line—the river width remaining unchanged.

James B. Eads, the engineer and builder of the jetties at the mouth of the Mississippi River, in a review of the report of the United States levee commission, among other statements, makes the following, in which I fully concur :

We now know that shoals are produced below crevasses, and we have good reason to believe that the one below Bonnet Carre crevasse is such a deposit.

He further shows in a conclusive manner that outlets will raise and that their closure will permanently lower the flood-line.

Humphreys and Abbot, in their able work, the *Physics and Hydraulics of the Mississippi River*, conclude their remarks upon outlets with the following :

Enough has been said to demonstrate, with all the certainty of which the subject is capable, the disastrous consequences that must follow the resort to this means of protection.

Finally, the board of engineers, appointed to report a plan for the reclamation of the Mississippi Basin, agree in the following opinion :

In fine, then, this commission is forced unwillingly to the conclusion that no assistance in reclaiming the alluvial region from overflow can judiciously be anticipated from artificial outlets. They are correct in theory, but no advantageous sites for their construction exist.

STRAIGHTENING THE CHANNEL.

The system of diminishing the natural resistances opposed to the flow of the water, by cutting off the bends of a river and thus lowering the surface, has often been advocated for restraining the floods of the Mississippi River, and has even been partially applied under the authority of the General Government and of State legislation.

It is an essential part of the system of cut-offs, as proposed by writers on hydraulics, that the cuts shall be made continuously from the mouth of the river to that portion where it is proposed to reduce the height of the floods.

This can be done, after a careful survey of the Mississippi River, by straightening its channel, commencing at the Gulf of Mexico and working upward as far as necessary. It would abridge considerably the length of the stream, increase its velocity somewhat, cause it to deepen its channel, keep it clearer of obstructions than it now is, and have a tendency to permanently prevent the abrasions of its banks. Those abrasions, or caving banks, are now chiefly in the bends, where the waters rushing with great force against the alluvial shores continuously wash them away, and increase the evil from year to year.

The plan heretofore adopted to some extent of straightening the channel of the river at certain points high up the stream has become deservedly unpopular, for the reason that this partial effort only removes the evil from one point to throw it with aggravated force and effect upon another. But I am convinced that a system of this kind, adopted and followed out as suggested, would tend very much to the accomplishment of the desired object, and that, too, without so materially increasing the current of the river as to interfere in the least degree with its navigation.

James B. Eads, in his paper above referred to, advances the following in support of this plan :

If the theories [of the past] be abandoned, and a system based upon observed facts and natural laws be adopted, it will certainly secure the permanent protection of the alluvial basin with one-quarter of the money estimated. If the *correction of the river-channel* be included (as it should be) in such *system*, the portion of the basin above Red River can be reclaimed by permanently lowering the flood-line of the river to such

a level as to make levees on that part of the river unnecessary, while the closure of the outlets which the report insists on keeping open, will greatly lessen the necessary height of the levees below Red River.

In referring to cut-offs he goes on to say, "Cut-offs will not flood the country below them," and gives in support the following:

Suppose the river was shortened forty miles by a cut-off, ending at Fort Saint Philip; this, by the commission's own theory, would add the half of the fall in forty miles to the flood-line at Fort Saint Philip, which, at 1.44 inches per mile, would be 28.8 inches. Fort Saint Philip is about 20 miles above the head of the passes, and this additional 28.8 inches would exactly double the present slope. That is, the main river would have to assume and maintain a slope of 2.8 inches per mile from Fort Saint Philip to the head of the passes, or nearly the same slope which nature gives to the smallest of these passes, if the views of the commission be correct. For such a great volume to maintain so steep a slope is simply impossible.

There is no reason to apprehend any permanent elevation of the high-water mark below a cut-off, and there is no evidence of anything of the kind following the five cut-offs referred to by the commission.

The temporary rise which occurs immediately below and immediately after the sudden opening of a cut-off, has been assumed by the commission to be a permanent result.

Holland has had no overflow of the Rhine for more than sixty years, although the flood-line above Holland has been permanently lowered within that time as much as 7 feet in some localities, by cut-offs, a system which the report declares to be "utterly inadmissible, either in an engineering or political point of view," although practiced with signal success by engineers on a sedimentary river remarkably like the Mississippi.

There is another important reason why judiciously located cut-offs should be made, which is that "caving banks are caused wholly by the alterations in the velocity of the current. These alterations are inseparable from a curved channel, because the current in the bends is usually more rapid than on the points; but if the channel is nearly uniform in width, the caving caused by the curves will be very trifling. In proof of this, many abrupt bends exist in the lower part of the river, where the whole force of the current has set against them for years without any important caving of the banks."

The bend at Fort Saint Philip is a notable instance. Great differences in the width of the flood-channel constitute the real cause of the destructive caving of the banks. These induced great irregularities in the slope of the flood-line and consequently great changes in current-velocity, by which the scouring and depositing action are alternately brought into very active operation. The whole river below Red River proves this. Caving banks are much less frequent there than above, because the flood-width of the river there is far more uniform.

A correction of the *high-water channel*, by reducing it to an approximate uniformity of width, would give uniformity to its slope and current, almost entirely prevent the caving of the banks, and through its present shoals, which now constitute the resting-places for its snags, there would be a navigable depth in low water equal to that which now exists in its floods. By such correction, coupled with a few judiciously located cut-offs, the flood-slope can be safely and permanently lowered above each cut-off, and in this way the entire alluvial basin from Vicksburgh to Cairo can be lifted, as it were, above all overflows, and levees in that part of the river rendered useless. There can be no question of this fact, and it would be well for those deeply interested to ponder it carefully before rejecting it, for the increased value given to the territory thus reclaimed can scarcely be estimated.

I would, however, earnestly advise the immediate closure of the gaps now existing in the levees. It is not necessary, I think, to raise them to a greater height in any locality than 12 inches above the floods of 1858 and 1874. Where exclusive lines of new ones are now required, they should be located to conform to a plan for the correction of the entire river-channel, by which the present levees would be ultimately rendered useless, and the low-water channel of the river deepened to at least 20 feet from Cairo to New Orleans.

LEVEES.

We come now to the consideration of the "levee system," which is that system of protection afforded by the erection of artificial banks or

dikes on the natural banks of the river, and has formed an important, if not the most important, part of every plan proposed for the reclamation of the alluvial basin that has been reviewed in this paper. Great practical good has resulted, even from the imperfect application of the system; for without it the greater part of the alluvial region below the mouth of the Ohio would be an uninhabited swamp in the high-water months of the year. There is no doubt that the plan will continue to be universally practiced throughout the valley to the almost entire exclusion of all others, and it is, therefore, entitled to a most careful and thorough analysis.

There are certain theoretical views concerning the effect of the levee system which are raised again and again in discussing the subject, and which, therefore, it may be well to consider. It is claimed, since the effect of embanking a river to confine its sedimentary matter to the channel, that the deposit formerly made on the banks must settle on the bottom and thus ultimately raise the bed. This idea, utterly without any good foundation either in theory or experience, is usually defended by appealing to the example of the Po, which is asserted to have thus raised its bed several feet. In point of fact such is not the case. The error was first promulgated by De Prony, who made a hasty visit to that river in the early part of this century. His statements have been refuted in the most conclusive manner by the great Italian hydraulic engineer, Lombardini, who has proved that there is no ground whatever to believe that levees have produced the slightest elevation of the bed of the Po.

Observations upon the Rhine, extending over a period of eighty years, demonstrated the same truth for that river. The most careful measurements upon the Mississippi have failed to detect any indication of a filling of its channel by levees. No damage of the attributable to levees can be shown to have occurred on any river, and the theory is, therefore, without any foundation in fact.

Diametrically opposed to this theory is another, which, for the Mississippi, is equally erroneous. It is asserted in the most confident manner that the river is flowing in a bed of its own deposit, with dimensions regulated in accordance with its own needs; and hence the increased velocity resulting from the confinement of its flood-volume between levees, will rapidly excavate its bed to a correspondingly greater depth, thus avoiding any permanent increase in the high-water mark. The commission of engineers attempt to refute this singularly fortunate condition for the levee system by asserting that the *real bed*, upon which rests the shifting sand-bars and sand-banks made by local causes, is always found in a stratum of *hard blue clay*, quite unlike the present deposits of the river, and which resists the action of the strong current almost like marble.

Blue clay is found in the bottom and banks of the Mississippi, in various localities, from the bend of its alluvial basin to the Gulf of Mexico. The exposure of its various strata in its banks above low-water mark, and the intersection of these strata in various artificial excavations, their rapid destruction of the river-current where the main stream forsakes its old channel and plows out a new bed through many of its characteristic cut-offs, the penetration of several of these strata by the artesian well at New Orleans, before it had reached a depth equal to the present bed of the river at that place, and through which strata the river has evidently cut its way, all prove that the ordinary blue clay of the river will not resist the incessant action of the current.

James B. Eads, from whose paper I quote, goes on to say :

I have myself sounded almost every bend in the river, from Saint Louis to New Orleans, and have been on the river-bottom in the diving-bell in some part or other of every 50 miles of that distance, yet I have never met with any clay more unyielding than the common clay of its banks.

Professor Fontaine, in a paper entitled "The prevention of the overflows of rivers, and the removal of the obstructions to their navigation," makes the following statement in regard to this hard blue clay :

In order to disprove General Humphrey's theory of this "blue-clay" formation, I made a correct map of the delta formations for the New Orleans academy in 1867, plotted from the artesian well bored in Canal street, between Carondelet and Baronne streets, in 1856, and supervised by a committee of the academy, a copy of which now hangs upon the wall of the museum of that once valuable institution. Its layers are separated by strata of sand, shells, and wood, at depths below the surface at from 2 or 3 feet to 630. Some of the strata, of enormous thickness, from 30 to 60 feet, overlie the trunks of trees and sand. The augur pierced an unfossilized red cedar log, which

was 18 inches thick, 157 feet below the surface, and below a number of the layers of this material, one of them near the surface 15 feet thick, and all of them above the deepest part of the bed of the Mississippi, which, in one spot opposite the city of New Orleans, in 1846, was 182 feet deep, as is shown by the large map of Harrison's of that date, and which was in the academy when I gave it my map. General Beanregard found one hole in the channel 240 feet deep. Unfossilized cypress wood was brought up by the augur from a woody stratum 325 feet below the surface. All these facts prove that this blue clay is a *very recent alluvial formation*.

This blue clay is clearly shown to be of such a nature as to offer no serious obstruction to the deepening of the channel. Wherever its waters are confined it breaks through the whole of the successive layers of clay and sand, as they have done through the entire delta, from Baton Rouge to the passes, to the depth of from 80 to 125 feet.

The prolongation of the delta into the Gulf by the aggregation of sedimentary matter is also assigned as a cause for the ultimate rise of the bed, and hence for a future necessary increase in the height of the levees.

A possible secular change of this nature is quite too remote in its effects to merit attention from practical men of the present day. Simple calculation will show that hundreds of years will be required to raise the flood-line at New Orleans an inch from this cause.

Certain indirect agencies, it is claimed, may exert too important an influence upon the levees of the future to be safely neglected; but as an increase in the suddenness of the freshets of the tributaries, owing to the increased cultivation of their valleys. In a great river like the Mississippi no single tributary can produce a flood; and since its destructive overflows are always caused by coincidence of freshets, it is quite impossible to predict either a greater or lesser flood—volume may result from such alleged variations in the regimen of its branches.

In fine, then, we are to conclude there is no real or mysterious agency at work which may be expected to exert injurious influence upon the levee system.

It being certain that the alluvial region of the Mississippi can only be reclaimed by levees, it remains to consider what experience has taught respecting them.

The existing system was begun a century and a half ago near New Orleans, and has gradually extended upward until there are but few points on the river and its tributaries at which it has not been tried.

The crops of cotton, sugar, corn, and rice, heretofore gathered from the alluvial region, with all the existing wealth represented by lands under cultivation, cities, villages, plantations, and stock, are the direct fruits of this method of protecting the country against overflow. It cannot, therefore, properly be called a failure, and the actual condition of the region to-day is such as to demonstrate that the practical application of the system is fatally defective, and that unless some radical improvement be made, no hope remains to opening for cultivation the immense districts of backlands now exposed to annual inundation through annual breaks in the levees—and also, that only precarious crops can be expected from the narrow fringe of plantations under cultivation now skirting the immediate borders of the Mississippi and its principal bayous and tributaries.

The levees contemplated in the estimates of the commission of engineers are large, much larger than residents in the alluvial lands in general anticipate. But, in the language of General Humphreys' report of 1866, they "would not, when greatest, exceed in magnitude those on the right branch of the Rhine below Arnheim, which protect the most fertile part of Holland. The levees are exposed at high water to as strong a current as that of the Mississippi in flood, and also to the destructive effects of ice. But the occurrence of crevasses, such as take place with every great flood of the Mississippi, are there unknown; should they happen, the ruin of a large part of the most productive portion of Holland would follow, as extensive tracts protected by the levees are lower than the surface of the sea, and their reclamation from overflow could only be effected by a drainage similar to that which has been applied to the Lake of Harlem. The supervision, watching, and repair of these levees is costly, effective, and remunerative."

The levees of the Mississippi, as "now existing, are trifling, compared with the interests they protect, and to the levees of the delta rivers of Europe, the Po, the Rhine, and the Vistula."

With a view to giving exact information as to the extent of the interests dependent upon the levee system at the present day, the commission had prepared by A. D. Banks a summary statement of the areas of lands situated in the region in question and under cultivation since 1840, with the corresponding crops. It shows that great interests are already at stake; but with a perfected system of levees the figures will be largely increased. It is estimated that the total area of the bottom-lands is about 32,000 square miles, of which a mere narrow strip along the main stream and its principal tributaries and bayous has been heretofore open to cultivation. Protected against the river and properly drained, this would render available at least 2,500,000 acres of sugar-land, or more than double the amount heretofore planted; about 7,000,000 acres of the best cotton land in the world capable of yielding a bale to the acre; and not less than 1,000,000 acres of corn-land of unsurpassed and inexhaustible fertility.

Reviewing the present state of our knowledge upon this subject, I am led to the following conclusions and recommendations. The authorities who have treated it are by no means agreed upon the best methods of preventing these inundations, as has been shown. Some of them are probably worthless, or worse than worthless, for the purpose, and no further direct examination or research need be given to them here. In this class I place the theory of division of tributaries and the opening of artificial outlets. We are then thrown upon the four remaining plans, to wit:

1. Reservoirs at the headwaters of the tributaries to the Ohio.
2. Straightening the channel by judiciously-located cut-offs.
3. Closing of crevasses and bayous or forced outlets.
4. Erection of levees.

While I entertain the decided opinion that great benefit is to be derived from either of these singly, and sufficient from their combined operations to relieve the alluvial country from future overflows, it is obvious that no adequate idea can be formed of the degree and proportions to which each should be attempted, or the cost and incidental consequences to follow from them, without the accumulation of more general information and measurements which we do not now possess, and which can only be obtained by further examination and research.

I concur in the main with the views and recommendations of the commission of engineers relative to the organization, height, cross-section, inspection and policing, and maintenance of the levee system, as proposed by them, together with their estimate for repairing the same, and building a permanent system, as well as the absolute necessity of a thorough topographical and hydrographical survey of the entire alluvial region of the Mississippi and its tributaries, to be carried out substantially as proposed by them in their report.

I would suggest, however, that the location of the permanent levees be made so as to conform to a plan for straightening or correcting the channel of the river by judiciously-located cut-offs, commencing at a point as low down the stream and carried from thence as high up as may be deemed necessary, after a careful survey and study of the proposed improvement has been made and perfected by the engineers under whose direction the work is being done.

It is impressed upon the mind of the writer with almost the force of demonstration that these several measures must be adopted, and adopted.

promptly, or that causes now in operation will speedily bring great distress throughout the delta of the Mississippi from the mouth of the Ohio to the Gulf of Mexico. If they are adopted, this fertile country will prosper, and add vastly to the glory and wealth of the nation; if they are neglected, the population of the valley of the Lower Mississippi must maintain a very long, though in the end, perhaps, successful, struggle against the increasing floods.

The position of the people of the Mississippi Valley, in this eventful issue, is one of peculiar difficulty, and may result in inestimable disaster if they be left *single-handed* to struggle with the torrent which the industry and enterprise of the people of the upper States may pour down upon their devoted soil. However unequal and oppressive may be the contest, they can afford to lose no time, but must commence at once, whether aided or alone, to protect themselves by a most efficient levee system, in conjunction with the plan of straightening the channel, and restraining the floods by reservoirs at the headwaters of the tributaries of the Ohio. Their fate is on this issue, and their beautiful valley is destined to become the garden-spot of this great country, if their skill, finances, and fortitude prevail, or to be known only as a desolate swamp, if they fail, and yield to the force of the flood.

The question whether they shall be allowed to stand alone, and protect themselves unaided from the difficulties forced upon them by the States above, or be sustained by that Government which represents the power of all the States, is of deep interest, which must be decided by the justice and humanity of the nation.

Respectfully submitted.

A. G. WARFIELD, JR.,
Civil Engineer.

Hon. E. JOHN ELLIS,
*Chairman Committee on the Mississippi Levees,
House of Representatives.*

It will thus be seen that all the engineers advise the immediate repairing and rebuilding of the levees of the Mississippi River. However widely they may and do differ upon other points and plans, they all concur that it is of the very first and highest importance to rebuild the levees. A great permanent plan cannot, in the opinion of your committee, be determined upon until after a thorough survey of the Mississippi River and its tributaries; and this work will require three years for its completion. In the mean time, absolute ruin and the loss of millions of dollars threaten the unfortunate dwellers in the alluvial region.

The States, through their governors and legislatures, have asked this boon.

The chambers of commerce and boards of trade ask it.

The threatened and suffering commerce of the Mississippi River, amounting annually to untold millions, asks it. To free that river you vexed its waters with gunboats, jarred its banks with artillery, and poured into its breast as a libation the blood of thousands of brave men. Will you not now give a few millions to preserve its untold usefulness and save its commerce?

The sufferers of the overflowed regions, who were obliged to eat the bread of charity, from their ruined homes and fields ask it.

You gave more than one-third the sum we ask to be expended in displaying the triumphs of our civilization and in rejoicing over the one hundredth year of our existence as a Government. Have you no treasure to spare to save the imperiled interests and hopes of the fairest and

finest portion of your domain, and this, too, when it promises to return to you your treasure "sixty and an hundred fold" within a few brief years?

Public policy and the general welfare requires that this work be done. Every section of our country will be benefited. The re-opened and reclaimed plantations will need gins, engines, machinery of every character, coal, and farming-utensils, and the heart of the mechanic and machinist and miner of the North that now throbs beneath idly-folded arms will quicken with the thrill of work and wages again. The laborers upon the reclaimed lands will want the thousand articles of value and convenience produced by northern skill and enterprise, and the producers of these will rejoice that their custom is revived again.

Political economy approves this great work and the Constitution sanctions it. The rest is with the enlightened judgment of the representatives of the American people.

Your committee, as a substitute for bills H. R. Nos. 1175, 1498, and 1734, report the accompanying bill and recommend its passage.



INVESTIGATION OF THE GOVERNMENT PRINTING OFFICE.

MAY 12, 1876.—Recommended to the Committee on Printing and ordered to be printed

Mr. JOHN L. VANCE, from the Committee on Printing, submitted the following

REPORT:

The Committee on Printing, to whom was referred the following resolution—

Resolved, That the Committee on Printing of this House be, and they are hereby, instructed to inquire into and ascertain the cost of and charges made for work done for Congress and the Executive Departments by the Government Printing-Office, and what similar work costs and can be done for in other offices; that they ascertain the cost of printing the Congressional Record and the cost of having it printed by responsible private parties; that they ascertain whether the printing for Congress and the Executive Departments is done as economically as it should be or as it may be done by contract or otherwise by private parties; that they inquire into the extent of publications and printing ordered by the Executive Departments, and whether any limitations should be made upon such publications and printing beyond what is expressly authorized by law; that they make thorough examination into the operations of the Government Printing-Office, with a view to learn whether a different management may be made or plan adopted to lessen the expenses of the Government for the various items of printing required; and that the committee be instructed to make to this House a full report of their investigations, together with the testimony taken by them; and to that end the said committee shall have power to send for persons and papers, and to use a short-hand reporter—

having had the same under consideration, respectfully submit the following partial report:

The resolution contains five points of inquiry, which, for the purposes of this report, may be stated as follows:

First. What are the cost of and charges for work done for Congress and the Executive Departments as compared with the expense of doing the same work by private parties?

Second. Is the Government Printing-Office economically managed?

Third. How does the cost of publishing the Congressional Record in the Government Printing-Office compare with the cost if done by private parties?

Fourth. What extent of printing is done for the Executive Departments, and would it be advisable to reduce the same?

Fifth. What is the general management of the Government Printing-Office?

In order to arrive at reliable information upon which to base comparisons under the first of the above subdivisions, it became necessary to obtain samples of work done at the Government Printing-Office for the several Executive Departments, with statements showing the prices charged for the same. These having been procured, your committee summoned and examined as witnesses manufacturers of and dealers in printing and binding materials, also printers and other experts in these

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matters, to enable them to ascertain the fair expense of producing work of a similar nature. The result shows that the Congressional Printer has charged in excess of market-rates in almost every instance, the excess ranging from about 30 to 125 per cent. In one instance—a case of blank-work—the Congressional Printer had charged for a certain list of items \$1,824.70. Mr. De Vinne, of New York, examined samples of this work, and estimated that his establishment would produce or purchase and supply the same work, in every way equal to the samples, for the sum of \$337.02. Mr. Edwards, of Baltimore, testified that he would do the work, in every way equal to samples, for the sum of \$822.45. It will be observed that there is a difference of but \$14.57 in their computations, and the figures named include their contemplated profits, while the prices charged at the Government Printing-Office are more than double these figures. In explanation of this enormous discrepancy neither the Congressional Printer nor his assistants offer any excuse; in fact, it is claimed by all of them that the Government Printing-Office is now being conducted as economically as possible. It may be well in this connection to state that a partial reason for the difference is to be found in the manner of making what are termed open-market purchases.

The supplies of material used in the office are procured in two ways: All of the printing-paper is purchased under contracts awarded by the Joint Committee on Printing; all other materials are purchased by the Congressional Printer at his own discretion, and this expenditure exceeds the enormous figure of \$2,000,000 during the present incumbent's term of office.

Large quantities, and the certainty of prompt payment, are considerations sufficient with every business establishment to induce liberal reductions from regular rates. It was, therefore, a matter of surprise to your committee that, so far from purchasing at a reduction, the Congressional Printer is actually now, and has been during his entire administration, paying more than the ordinary retail market-prices for many of the articles purchased. Mr. George W. Garner, a member of the firm of John Campbell & Co., successors to Campbell & Armstrong, of New York, from whom the bulk of these purchases is made, admitted, as will be seen by reference to his testimony, that his firm was then, and had been for the last seven years, selling to the Government at prices in excess of regular quotations; he distinctly stated that a great proportion of the goods sold by his house to the Government were purchased by him from the manufacturers after receiving the orders from the Congressional Printer; that a profit ranging from 15 to 40 per cent. was charged in selling them to the Government; and that in a great proportion of cases he paid for his purchases after receiving the remittances.

The Congressional Printer admits that he has never endeavored to inform himself as to the reasonableness of the prices at which he was buying, and never inquired as to the rates charged for the goods by the manufacturers thereof. He has uniformly made all his purchases from what may properly be termed middlemen, allowing to them a heavy profit, which would otherwise have accrued to the benefit of the Government.

The testimony shows that a large manufacturing and importing establishment, one of the largest, perhaps, of its kind in the country, noticing from the annual reports of the Congressional Printer the high prices paid for materials, caused a member of their firm to visit him in Washington to offer equally good articles at prices much below those reported as having been paid. This proposition was disregarded, and again,

about twelve months after, the manufacturers forwarded to the Congressional Printer a comparative price-list exhibiting greatly-reduced figures, together with a proposal to give bond "that each and every article shall be equal in every respect to those furnished him heretofore." Samples were furnished, and full satisfaction was expressed as to the quality of the goods, when a single small order was given, and then no more notice was taken of the offer.

Nor is this extravagance confined to the purchase of materials alone. The prices paid for labor are greatly in excess of those paid by other establishments, and when we remember that the number of hours constituting a day's work under the Government is fixed by law at eight, while private offices require ten, the futility of the hopes for successful competition on the part of the Government Office becomes apparent.

Two general items make up the total cost of work done in that establishment, viz, the cost of labor and the cost of materials. Rent, wear and tear, profit, insurance, taxes, &c., which must be taken into consideration by private parties, do not enter into the calculations there; but in spite of this decided advantage, the evidence conclusively shows that the cost of the Government printing has been simply enormous, and every consideration of duty requires that there be an immediate reduction of this wasteful extravagance.

In regard to the charges made for work done, your committee find that the Department accounts of the Congressional Printer exhibit a system of charges wholly incorrect. The law directs that the accounts connected with the printing of the debates of Congress shall be kept separate, and accurate reports made of them each year. It is shown in testimony that the full cost of executing this work is not reported, while that done for the legislative and executive departments as a whole is set down in excess. By thus overcharging on the great bulk of the work, a surplus account is created out of which other work can be done without record of its actual cost. As an illustration of the effect produced by this system of charging for the work done, we refer to the item of press-work. Eight single-page reports are locked into one form and printed at one impression, and then eight separate charges are made, one full charge for each document, made up in the following manner: The regular number to be printed is 1,900, and at \$3 per 1,000 impressions, the expense of press-work would be fairly stated at \$5.70. Now, as there have been eight documents printed at one time on this sheet of paper, each one should be made to stand one-eighth of this expense, but instead, each one has been charged the full amount of \$5.70, or, in other words, for press-work of 1,900 sheets a charge of \$45.60 has been made, which is a little more than eight times the actual cost of the work done. There is, therefore, a surplus in reported expense of seven times \$5.70, or \$39.90, which is permitted to cover the undercharges made by the Congressional Printer against any other work done in his office. When it is remembered that the printing and binding done for the legislative and executive departments amount to nine-tenths of all the work ordered to be done in the Public Printing-Office, and that this system of charging is applied to all of this work, it will be at once understood that a very large surplus in reported expenses is created. But by an examination of the Congressional Printer's annual reports the actual cash disbursements are found to be very near the reported cost of the work executed. Hence it appears that the surplus created in one way is consumed in another not yet satisfactorily accounted for; if honestly, then the Government Printing-Office is not economically managed; if dishonestly, its condition is worse than that

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of extravagance. The conclusion, therefore, is that, as at present managed, the printing and binding for Congress and the Executive Departments are costing the Government more money than the same work can be done for equally well by responsible private parties.

The second point of inquiry is but a continuation of the first, as an economical management of the office would lead as a natural consequence to more reasonable charges for the work done, and any further extravagance would in like manner tend to increase its cost. Careful examination of the subject has demonstrated that the same reckless extravagance shown to exist in the purchase of materials and the pay for labor pervades every department of the office.

The reasonable limits of a report preclude your committee from entering into all the details of the case. It will be sufficient to call attention to a few examples.

The gold-leaf used in the Government bindery forms an important item of expense. During the term of the present incumbent a sum exceeding \$50,000 has been expended for that article alone. The testimony taken by your committee establishes the fact that the men employed in the Government bindery have been allowed to appropriate to their own use the greater part of the wastage of this gold-leaf. The foreman of the bindery pleaded, in extenuation of this abuse, that this custom prevails in all private establishments. Every expert, however, employé as well as proprietor, examined as a witness, testifies that such is not the case, but that this wastage is as much a part of the property of the employer as the tools and machinery of the establishment. It is the opinion of practical binders examined, that the proportion of wastage is about one-fourth of the quantity used. Therefore as the gold-leaf consumed in the public bindery during the last seven years has cost about \$57,000, the proceeds of the waste should have reached the sum of \$14,000.

The foreman of binding having stated in his testimony that the waste gold reserved by the office during the entire term of the present Congressional Printer was then in his possession, the committee caused an inspection of the same to be made, when it was ascertained that there were but thirty-two and three-quarters ounces, which was subsequently melted, at the instance of the committee, by a manufacturer of gold-leaf in Baltimore, yielding the following result :

Of light gold, 18 carats fine, 449 pennyweights, at 75 cents.....	\$336 75
Of dark gold, 23 carats fine, 30½ pennyweights, at \$1	30 25
Amounting in the aggregate to.....	367 00

This sum represents the entire return from gold-waste during a period of seven years, which should have amounted to upward of \$14,000.

Another instance will be found in the material used for binding blank-books, where a high-priced article is used by the foreman, when an article worth about \$7 per dozen less would answer as well, if not better, for all practical purposes. About fifteen hundred dozen law sheep are used annually in this manner, a system pronounced by every one conversant with the business one of unprecedented extravagance.

The quantity thus used aggregates, in seven years, no less than about 10,000 dozen, and represents a loss of about \$70,000.

Other instances of a similar nature, such as the waste of paper, the management of the leather-scrap, the destruction of work, &c., might be cited to show that a system of extravagance unparalleled pervades every department of the establishment ; and your committee are, therefore, of the opinion that the printing for Congress and the Executive

Departments is by no means done as economically as it should be. Among the exceptions to this general rule of overcharge is, first, the work done for the United States Supreme Court, and, second, the publication of the Congressional Record. In both of these instances a system of undercharging and omissions to charge has been inaugurated by the Congressional Printer, which baffles all hope of arriving at their true cost from the books kept in his office. It is worthy of notice that both these classes of work were formerly done by private parties, and were transferred to the Government Office under the belief that the cost of production would be considerably reduced below that given to private parties. From the illustration heretofore given it is apparent that the Congressional Printer can very easily conceal the truth in regard to the expenses and charges made against any particular job of work, and it was in due appreciation of this fact that Congress, on the 9th of June, 1874, adopted the following resolution :

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Congressional Printer be, and he is hereby, directed to keep a separate and exact account in detail of all expenditures for printing, mailing, and binding the Congressional Record, including specific statements of the cost of all machinery and material which may have been or shall be used for the publication of said Record, commencing with its first publication at the Government Printing-Office, and that he shall publish the amounts thus yearly expended in his next succeeding annual report, and each succeeding report, separately from the other disbursements of his office.

But in spite of the mandatory provisions of this law, your committee find it impossible to arrive at any definite data as to the actual cost to the Government of publishing the Congressional Record. They believe the testimony shows conclusively that the requirements of the resolution have not been complied with, and omissions so numerous have been traced that the reliability of the entire account seems to them a question of very serious doubt.

It appeared in evidence, for instance, that the cutter-out reported to the foreman of binding—compiled from reliable data—a quantity of leather of a certain kind and price used in binding the Record. This report was transmitted to the Record clerk, who, upon examination, found the quantity thus stated exceeded the amount of that kind of goods purchased; and thereupon he, with the consent of the foreman of binding, arbitrarily re-arranged these sums and charged them against the Record account as though the lowest grade of leather had been used, while the article really consumed amounted to considerably more than the sum thus charged.

In the same manner the Congressional Printer himself asserts that no charge has been made for the wear and tear of material and repairs to machinery, while the foreman of the press-room states that in consequence of the extra speed with which the presses are run in printing the Record they are very often found in a damaged condition, requiring frequent and expensive repairs.

Again, to show the unreliability of the charges actually made, it is only necessary to refer to the letter of Mr. J. H. Roberts, (marked Exhibit N N, and attached to testimony,) addressed to Mr. Donnan during a prior investigation, in which he fixes the cost of binding per volume of a thousand pages at seventy-eight and a quarter cents, and in his examination (May 2) before your committee upon this point, he places the cost to-day of the same work at about seventy-five cents, thus making, during a period of two years, in which the price of labor has remained stationary, while that of material has depreciated but very little, a difference in amount of three and a quarter cents per volume.

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In the report of the Congressional Printer, however, the charge for binding the Congressional Record for the second session of the Forty-third Congress is stated at about sixty-five cents per volume, or, in other words, at a figure about ten cents per volume *below* the admitted actual cost. In view of such facts it will be seen that it is almost impossible for your committee to arrive at any definite figures upon this point, and the result of their investigation can be, at best, no more than an approximation of the amount actually expended in its production.

But taking the amount of cost as stated in the last annual report of the Congressional Printer as a basis, we have a sum reported expended of \$88,959.80, to which should be added the cost of the following items, proved to have been omitted from those charged: Blank-books for keeping the accounts, stationery, brooms, rollers, roller-composition, sirup, lye, ice, horse-feed, horse-shoeing, care of horses, repairs to machinery, blankets for presses, oil, benzine, fuel, steam-power, freight, hauling, gas in press and folding rooms, salary of clerk in charge of accounts, binding of one hundred copies of four volumes each in sheep and two copies of four volumes each in calf, the cost of paper for the same, and the difference between the price of leather used and that charged, and other items. The various items thus omitted amount in the aggregate to at least \$12,000, so that the price of publishing this work, as established by proof, would really be upwards of \$100,000 instead of the sum charged; and when, in addition to this, the interest on the capital invested, the wear and tear of type and machinery, and a proportionate share of the waste of material by deterioration in value and accidental causes are taken into account, the cost of printing and binding the Congressional Record for the second session Forty-third Congress would, in the opinion of your committee, far exceed that amount.

Had the contract been awarded, under their bid of 1873, to Messrs. Rives & Bailey, the total cost of printing and binding the same for that session would have amounted to only \$93,453.75, thus effecting a large saving to the Government, amounting for a short session to not less than \$15,000.

Your committee are, therefore, of opinion that it would be in the interest of economy to remove the publication of the Congressional Record from the Government Printing-Office and award the same to Mr. Franklin Rives, under a contract, the form of which, together with an accompanying letter addressed to the chairman of your committee, is hereto attached and made a portion of this report.

The resolution directs your committee next to inquire into the amount of work done by the Government office for the Executive Departments. Having made this investigation, they are of the opinion that the quantity done is far more than the necessities require, while the charges made for the same exceed all reasonable bounds. They find that the only limit placed by law upon this class of work is contained in the appropriation acts which make provision for the amount to be expended for it; that this sum is placed to the credit of the public printing and binding account, against which charges are made by the Congressional Printer by the system heretofore described until it is exhausted. They find further that not unfrequently orders for a small number of blanks are sent from the Departments, which orders are repeated at short intervals, and this necessarily increases the cost over what it would be if a larger quantity were printed at the same time.

In their investigation into the general management of the office your committee encountered at the outset a serious and almost insurmountable obstacle in the absence of a reliable system of accounting. No person

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appears to have been charged with the inspection of the books and accounts of the establishment, and each clerk has conducted his special branch of the business in whatever manner best suited his individual fancy. No day-books or other books of original entry have been kept to show transactions as they occurred, nor do those submitted to your committee show a reliable and exact history of the business of the office. The paper-accounts and wareroom-books are incomplete and useless as books of record and reference. The cash-books, supposed to show all receipts from every source, together with the deposits made in this account, show only what the persons in charge of them desired should be known, and demonstrate nothing so clearly as the neglect or incompetency, or both, of those who have kept them. None of the books furnish complete information, and, in fact, they show nothing from which to arrive at positive conclusions in regard to the business of the office.

The committee next appealed to the Congressional Printer for that information which they failed to find upon the books; but he appeared to be unable to give it. At every point he interposed answers of "I do not know," or "I did not expect to be examined upon that point," thus demonstrating fully to the minds of your committee his complete disqualification for the proper discharge of the duties of the office he holds; and the testimony of his assistants will bear the committee out in the assertion that very few of these appear to have a more thorough knowledge of the business than their chief. Under these circumstances it is hardly a matter for astonishment that the affairs of the office are imperfectly and badly managed. Nor is this all. It appears to have been part of the settled policy of the present Congressional Printer to disregard even statutory enactments which tend to subject his action to the inspection or control of others. To instance: the report required by statute to be made by him to the Secretary of the Treasury has never been made. A letter of inquiry upon this point addressed to that official by the chairman of your committee was answered as follows:

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,
March 3, 1876.

SIR: I have the honor to acknowledge the receipt of your letter of the 2d instant, in which you inquire whether the Congressional Printer has complied with the requirements of section 3815 of the Revised Statutes, as follows: "The Congressional Printer shall render to the Secretary of the Treasury, quarterly, a full account of all the purchases made by him, and all printing done in the Government Printing-Office for either House of Congress and each executive and judicial Department." In reply I have to inform you that the provisions of said section have not been complied with by the Congressional Printer.

Very respectfully,

B. H. BRISTOW,
Secretary.

Hon. JOHN L. VANCE,
Chairman House Printing Committee, Washington, D. C.

Again, the law requiring him to make an annual report to the Secretary of the Interior has been violated from the first year of his incumbency to the last. The following letter was received upon this point from the chief clerk of the Department of the Interior:

DEPARTMENT OF THE INTERIOR,
Washington, February 14, 1876.

DEAR SIR: The report of the Congressional Printer, in compliance with section 3820 Revised Statutes, has been called for this day. On receipt by this Department, copy of same will be furnished your committee. No report appears to have been made.

Respectfully,

A. BELL,
Chief Clerk.

Hon. JOHN L. VANCE,
Chairman House Committee on Printing.

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The Congressional Printer, moreover, admits that these laws have never been complied with, and pleads in palliation the lack of sufficient clerical force; but it is the belief of your committee, based upon facts developed in the course of their investigation, that this excuse is inadmissible, because they have every reason to suppose that, with the proper management and an efficient administration of the Government office, the clerical force as at present provided is amply sufficient to discharge all duties imposed.

The only remaining check placed upon him is his annual report to Congress, and this your committee finds to be as unsatisfactory and unreliable as the books of his office. The indefinite description of articles purchased, the vague system of reporting the amounts paid for labor, and the inaccurate enumeration of itemized charges for work done, render it impossible to gather from its pages the information which the law intends should be conveyed.

But aside from this, it is unreliable in its entries. In proof of this it is only necessary to recall the facts previously stated in regard to the reported prices for the Congressional Record.

Many other instances might be cited, but your committee will allude to but one from among the many in this connection. In the Senate investigation of 1874, (Senate Report 474, Forty-third Congress, first session,) it was charged that these reports were inaccurate in regard to the paper-accounts to the extent of more than \$49,000, and in explanation the Congressional Printer submitted a series of affidavits which appear in the report above named as exhibits A-F. These accounts, in connection with the affidavits, were re-examined by an expert accountant, and the result of this examination shows that these fail to balance the account at the end of each year, and are therefore incorrect, and not in accordance with the facts. The following facts appear from the comparison thus made, (see exhibit M M appended to the testimony:)

The eighteenth annual report shows a surplus over and above the amount reported of \$22,871.85; the nineteenth annual report shows a deficiency of \$9,392.13; the twentieth annual report shows a surplus of \$3,562.48; the twenty-first annual report shows a surplus of \$564.63; thus showing the complete unreliability of this last check placed upon him by law.

But not only in regard to his reports, made or neglected, does this systematic negligence appear. The internal management of the office over which he presides is, if anything, still more deficient. Machines and materials have been loaned and presented to favorites by officials in that establishment with or without the consent of the Congressional Printer; men have been employed on account of their political influence alone, while the testimony shows their complete unfitness to earn the wages they receive; employes have been paid while absent in their respective States attending elections; records and documents have been sold on credit in violation of law; no accounts have been kept of large sums of money thus outstanding; amounts collected have been applied without crediting them upon the books of the office, and work for private parties has been executed at the Government office contrary to the express provisions of law, while, in adjusting the cash on hand to the books, balances have been forced and accounts falsified.

The testimony substantiates each and every of these allegations, and forces your committee to the conclusion that the general management of the Government Printing-Office has been of such a character as would ruin the most substantial private establishment in the country,

In the investigations of your committee it became apparent that, aside from the dereliction of duty before alluded to, the Congressional Printer has, during his administration of the office, rendered himself liable to charges still graver in their nature and in contemplation of law. A stationer of Washington City stated under oath before your committee that he had sold to the Government Printer, through his foreman of binding, a quantity of blank-books which, at the instance of the purchaser, were charged as a certain amount of "cap-paper;" the foreman's requisition and receipt for the same, the check on the Treasurer of the United States, signed by the Congressional Printer, stating on its face that it was issued "for paper," together with the bill for the same, are submitted with the testimony. The foreman of binding admits the transaction, and asserts that the Congressional Printer was cognizant of it. That official, however, denies all knowledge of the matter, while his financial clerk affirms that the check in question was drawn upon the Treasurer of the United States "by authority of the Congressional Printer" and signed by him in person. Your committee can see in the transaction nothing less than a successful attempt to draw money from the Treasury of the United States upon false and fraudulent vouchers.

In the second place, it appears that the Congressional Printer has received from various sources and at different times large sums of money, the exact amount of which it is impossible for your committee to ascertain, on account of the absence before alluded to of reliable books of account. During the examination of the Congressional Printer the fact incidentally transpired that he had not deposited these sums in the Treasury of the United States in the manner required by law. The clerks in charge of the sales of documents and of the Congressional Record each held large sums unaccounted for on the general books of the office, while the financial clerk, who is presumed to have charge of all funds collected, had, at the time of this investigation, an amount approximating \$60,000 in his hands which was unaccounted for on any of the books of account.

The information derived from the books would be that every dollar received had been deposited, for the cash account submitted to your committee was balanced to a cent; and when, in addition to this, we refer to the fact that every report to Congress made by the present Congressional Printer contains language to the effect that the total amounts thus received by him during the year have been deposited in the United States Treasury, "as required by law," the conclusion of fraud becomes irresistible. According to his admissions, this money, thus falsely reported as deposited, "has accumulated along" for fully five years, and was used and applied contrary to law. No mention is made of this sum on the books, but a single detached sheet of paper is submitted which purports to contain a list of the items which make up that amount. This paper is the only record kept in the Government Printing-Office of the large sum so wrongfully accumulated, and the financial clerk assured the committee that should it be lost or mislaid it would be impossible to make an intelligible showing to account for its accumulation. He further states that this system has prevailed in the establishment for years, and that the books first submitted and sworn to as books of original entry were really no more than copies arbitrarily compiled to suit emergencies from slips similar to the one submitted with the testimony. That these accounts might be submitted to the only test which it was possible to apply, the committee employed a skillful accountant (Mr. Behlé) to make examination of the statements contained in the annual reports as compared with the facts as they

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appear upon the books of the United States Treasury. The result is set forth in his testimony, and clearly shows that in every instance the reports upon the points in question are incorrect.

Large sums have also been allowed to remain in the hands of other clerks, one of whom opened a bank account, as agent, and deposited there moneys and funds belonging to the United States.

To recapitulate, your committee have found—

First. That the cost and charges of the work done for Congress and the Executive Departments are exorbitant and greatly in excess of what the same could be done for by private parties.

Second. That the Government Printing-Office is conducted in an incompetent manner.

Third. That the cost of publishing the Congressional Record is incorrectly reported.

Fourth. That the amount of work done for the Departments is excessive, and should be limited by law.

Fifth. That the general management by the Congressional Printer of his office is extravagant to a degree that would bankrupt any private establishment in the country.

Sixth. That he has drawn money from the United States Treasury on false vouchers.

Seventh. That he has detained and used Government moneys contrary to law.

Eighth. That money belonging to the United States has been deposited in bank in violation of law.

Before closing their report, your committee deem it their duty to submit the following correspondence. Shortly before the close of their investigation the Congressional Printer addressed the following letter to the committee :

OFFICE OF THE CONGRESSIONAL PRINTER,
Washington, April 21, 1876.

DEAR SIR: As I have been assured by your committee that I shall have the privilege of reviewing the testimony taken in the printing investigation and of introducing rebutting testimony, and as I am not versed in the laws and rules of evidence, I desire the privilege of being attended by counsel. Will you please answer if that privilege will be granted?

Very respectfully,

A. M. CLAPP,
Congressional Printer.

I have been suffering from sciatic rheumatism for nearly a week past, but hope to be able to get to the Capitol by Monday.

HON. JOHN L. VANCE,
Chairman House Committee on Printing.

Desiring to afford him every opportunity of explaining his official conduct, your committee directed the following reply to be made :

HOUSE OF REPRESENTATIVES,
Washington, D. C., April 24, 1876.

DEAR SIR: I am directed by the Committee on Printing to inform you that they are ready to hear the testimony of such additional witnesses as you may desire to produce. I am further instructed to say that the committee have, at your request, already examined a number of witnesses from the Government Printing-Office; but, desirous that no means be left untried to arrive at the truth regarding the cost of public printing, shall be pleased to hear the statement of others. It is necessary that the investigation be brought to a close, and you will therefore bring forward your witnesses during the latter part of the present week.

You are further informed that you can examine the testimony at any time after

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Thursday morning at ten o'clock, in the committee-room; and the committee desire me to add that you are at liberty to bring before them any reputable member of the legal profession as counsel.

Very respectfully, yours, &c.,

CHAS. J. WIENER,
Clerk of the Committee.

Hon. A. M. CLAPP,
Congressional Printer.

Three days afterward the following letter came to hand:

OFFICE OF THE CONGRESSIONAL PRINTER,
Washington, April 27, 1876.

SIR: I desire to acknowledge the receipt of the note of your clerk under date of the 24th instant. On consultation with counsel, I am advised that inasmuch as I am an officer of the Senate of the United States, your committee has no jurisdiction to investigate my conduct in office as Congressional Printer, and that your committee will not pretend to do so.

So far as your inquiries under the resolution of the House of Representatives are concerned, I have no special interest, and therefore I have concluded that I have no duty to perform except to give you any information in my power in regard to the subject under investigation by your committee, which I have already done.

I am, very respectfully, &c.,

A. M. CLAPP,
Congressional Printer.

Hon. JOHN L. VANCE,
Chairman of House Committee on Printing.

In conclusion, your committee, after full consideration of the subject of public printing, are of the opinion that, as now executed at the Government office, this work is costing half a million dollars annually more than it would cost if done by responsible private parties under a proper contract system; that it has cost the Government during the past seven years three and a half million dollars more to maintain the Public Printing-Office than would have been required to pay for the same quantity and quality of work under private contract; that either through incompetency, negligence, or design, or all of them, abuses of various kinds have accompanied the work, adding unnecessarily to its cost; that, while these abuses might by competent and honest supervision have been prevented, it is impossible for the Government, by its own direct agency, either to print a book or build a ship so cheap as individual enterprise can do it; that not only has experience shown the practice to lead invariably to extravagance and corruption, but the theory which persuades the Government to enter the lists as a gigantic competitor with its own people is wrong, the several branches of industry and their honorable profits belonging by right to the people; that, in view of these several conclusions, it is wise to take immediate steps toward the discontinuance of the Public Printing-Office; that, in furtherance of this purpose, the proposition of Franklin Rives, of date May 2, 1876, for the printing and binding of the debates of Congress, should be accepted, and contract entered into to take effect with the beginning of the second session of the Forty-fourth Congress; that the printing and binding for the Executive Departments of the Government should be under the control of the heads thereof, with authority to contract for the same upon the most advantageous terms to be obtained through the processes of competition; that, as it is necessary to have the printing and binding ordered by the two houses of Congress done in the city of Washington, and as at the present time there are no private establishments in the city possessing the necessary facilities for the successful and satisfactory execution of this work, it is not judicious to remove it at once from the Public Printing-Office, but that the interests of the Government require its removal from that office as soon as any responsible

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private party with the proper facilities will undertake it upon reasonable terms; that whenever satisfactory contracts can be made for the execution of this class of work, the Public Printing-Office and all the property used in connection therewith should be disposed of according to law, and the proceeds returned to the Treasury of the United States.

Having thus stated the result of their investigation, your committee submit the following:

Resolved, That the Speaker of the House be, and he is hereby, directed to certify to the proper authorities of the District of Columbia the testimony heretofore taken by the order of this House relating to the conduct of A. M. Clapp as Congressional Printer, to the end that he may be indicted and prosecuted.

Resolved, That the Committee on the Judiciary be, and they are hereby, instructed to inquire whether A. M. Clapp, Congressional Printer, is an officer who may be impeached under the Constitution of the United States, and report to the House at as early a day as practicable.

Resolved further, That the Committee on Appropriations of this House be, and they are hereby, instructed to embody in the sundry civil bill to be reported by them to this House, and in which bill appropriations for the public printing are made, the following sections, to wit:

SEC. — That so much of all laws or parts of laws as provide for the election or appointment of Congressional Printer or Public Printer be, and the same are hereby, repealed, to take effect on the 30th day of June, 1876, and the President of the United States shall appoint, by and with the advice and consent of the Senate, a suitable person, who must be a practical printer and versed in the art of book-binding, to take charge of and manage the Government Printing-Office from and after the day aforesaid; he shall be called the "Government Printer," and shall be vested with all the powers and subject to all the restrictions pertaining to the officer now known as the Congressional Printer; he shall give bond in the sum of \$100,000 for the faithful performance of the duties of his office, said bond to be approved by the Secretary of the Interior; and he shall receive a salary at the rate of \$3,500 a year.

SEC. — That the amounts appropriated for printing, binding, and blank-books for the several Executive Departments shall be placed under the control of those Departments, respectively, and expended by the heads thereof; and the head of each Department shall cause to be made in the month of July, 1876, and afterward in June and December of each fiscal year, a schedule of all blanks of regular forms and blank-books, and other printing and binding required for the ensuing five months of the year 1876, and subsequently for the following six months' use in that Department, so far as it may be practicable to make such schedule, and shall take proper measures to obtain proposals from various parties for furnishing said blanks and blank-books, and for executing the said printing and binding, or any part thereof, upon paper equal in quality and weight to the present adopted standard; and he is hereby authorized and required to contract for the said blanks and blank-books, and for the said printing and binding, or any part thereof, with the lowest responsible bidder, the successful bidder to give bond in such sum as may be determined by the head of the Department ordering the work, for the prompt and faithful execution of the same: *Provided*, That a copy of the schedule aforesaid shall be furnished by the head of each Department to the Government Printer, and he is hereby required to submit at the earliest practicable day a statement to the said head of a Department, showing the cost of executing the work named in the

schedule at the Government Printing-Office; and the said head of a Department shall award such work to the Government Printer when it shall be found that his estimate of the cost thereof is the lowest or as low as the lowest bid; and whenever such work is executed at the Government Printing-Office, it shall be the duty of the Government Printer to furnish with each and every document, pamphlet, blank, blank-book with or without printed headings, job of printing, or job of binding thus executed a bill or memorandum setting forth the number of copies; the quantity, weight, cost, and description of paper; the number of pages, the number of thousand ems, printer's measurement, the cost of composition, making-up, and imposing, proof-reading, correcting, and press-work; the cost, if any, of stereotyping, electrotyping, lithographing, or engraving, including paper and printing; the cost of dry-pressing, folding, gathering, stitching or sewing, and binding, including materials. Whenever any work requiring the purchase of materials whose value exceeds \$100 is awarded to the Government Printer, he shall prepare an estimate of the quantity and cost of the same for submission to the head of the Department ordering the work, and, upon approval, bids shall be invited by the Government Printer in such manner as the head of the Department may direct, and contracts shall be awarded by the last-named officer, contracts to be made in quadruplicate, for distribution as follows: One copy to the First Comptroller of the Treasury, one copy to the Department authorizing the contract, one copy to the Government Printer, and one copy to the contractor. It shall be the duty of the Department for which the work is to be done to designate some competent person in its employ to inspect the papers delivered under any contract as to quality, quantity, and weight, and no bills arising under such contracts shall be paid except they bear the joint certificate of the Government Printer and an inspector as aforesaid, all accounts so certified and approved to be forwarded to the head of the Department authorizing the contract for payment. When the work is completed and delivered the Government Printer shall prepare an account in detail showing the cost of each item, as provided in this section, and present the same to the head of the Department for whom the work was done for payment; and, if correct, the same shall be paid in full, less the cost of the paper, by check upon the Treasurer of the United States, which check shall be immediately deposited in the Treasury to the credit of the appropriation for the public printing and binding, to be drawn therefrom only upon requisition and warrant in the usual manner. Whenever the Government Printer shall complete any work which may be given him to do under the provisions of this act, he shall report to the proper Department the quantity, kind, and cost of the several papers remaining in his hands, and the same shall be held subject to the orders of the head of that Department: *And provided further*, That the before-named provisions shall also apply to the appropriations for printing and binding for the Library of Congress, and that it shall be the duty of the Librarian of Congress to issue schedules of the printing and binding required for said Library to contractors and to the Government Printer, and to have the said work done as it is in this section provided for the execution of the printing and binding for the Departments.

SEC. — That the Government Printer shall, in his annual report to Congress, as required by existing laws, also render a detailed statement, in tabular form, setting forth the number of copies, amount and kind of work, and the cost of each document, pamphlet, blank, or other printed matter, executed in accordance with existing laws or by order of either house of Congress, arranging the various items under appropriate head-

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ings, as follows : Title or subject of work ; number of copies ; number of pages ; number of thousand ems, printer's measurement ; cost of composition, proof-reading, corrections, making-up or imposing, and press-work ; cost of stereotyping or electrotyping, cost of lithographing or engraving, including paper and printing ; quantity of paper used, weight, description and cost per ream ; cost of dry-pressing ; style of binding, cost of binding per volume, including folding, gathering, and stitching or sewing ; total cost of each document, pamphlet, blank, or other printed matter ; and the distribution of each.

SEC. — That the Government Printer shall keep such a set of books as will show the complete transactions of the Government Printing-Office under his direction, exhibiting the purchases of paper and other materials in detail, and the uses to which the paper and other materials so purchased have been applied, and enabling him to make the detailed statement called for in the preceding sections, both for work executed for the Departments and for Congress, and the moneys paid by the several Departments for work done by their order ; the said books to show the description, quantity, and cost of all materials purchased ; the description and quantity thereof issued to the various departments of the Government Printing-Office ; the description and quantity thereof used in the various items of work executed ; and the description and quantity of any paper or materials destroyed, lost, or of which fragments shall be sold. And it is made the duty of the Joint Committee on Public Printing to inspect, at least once a year, or cause to be inspected by a competent person, the books of the Government Printer, to ascertain whether they are kept in accordance with this section ; and, if they are not so kept, it shall be the duty of the Joint Committee on Public Printing to certify the same through the presiding officers of their respective Houses to the President of the United States as a neglect of duty on the part of the said Government Printer, which shall be a sufficient cause for his removal from office.

SEC. — That from and after the passage of this act it shall be the duty of the Government Printer to pay no greater price for labor performed by printers, book-binders, and other employés in the Government Printing-Office for each hour's work or piece-work, than the average price paid for an hour's work or for piece-work of the same description in the cities of New York, Philadelphia, and Baltimore ; nor shall it be lawful for him to employ any workmen not thoroughly skilled in their respective branches of industry, as shown by a trial of their skill under his direction.

SEC. — That whenever it becomes necessary for the Government Printer to make purchases of materials not already due under contracts, he shall prepare a schedule of the articles required, showing the description, quantity, and quality of each article, and shall invite proposals for furnishing the same either by advertisement or circular, as the Joint Committee on Public Printing may direct, and shall make contracts for the same with the lowest bidder, making a return of the same to the Joint Committee on Public Printing, showing the number of bidders, the amounts of each bid, and the awards of the contracts.

SEC. — That section one hundred and ninety-six of the Revised Statutes of the United States be, and the same is hereby, so amended that henceforth it shall be the duty of the heads of each Executive Department, except the Department of State and the Department of Justice, to furnish the editor of the annual abridgment of the message of the President of the United States and accompanying documents with copies of the reports of the various Bureaus and other subordinate offices of

their respective Departments on or before the 1st day of November of every year; and it shall be the duty of the said editor of the abridgment, acting under the direction of the Joint Committee on Public Printing, to compile such portions thereof as he may deem of the greatest public interest, with an alphabetical index, and to employ such assistants and copyists as he may deem necessary for the prompt performance of the work, at a cost for compensation and additional compensation not to exceed fifteen hundred dollars, to be paid under the direction of the Joint Committee on Public Printing; and it shall be the duty of the Government Printer to have the said abridgment printed and bound before the close of the month of December in which the said message shall be delivered: *Provided*, That while it shall be the duty of the Government Printer to print copies of the reports proper of the heads of the Executive Departments, as provided in section three thousand seven hundred and ninety-eight of the Revised Statutes, it shall not be lawful for him to print the reports of the various Bureaus and other offices of the Executive Departments, nor shall it be lawful for the heads of Departments or their subordinate officers to have the reports of Bureaus or offices printed by any one at the public expense: *And provided further*, That the papers relating to foreign affairs accompanying the annual message of the President of the United States shall be transmitted to the Senate in writing with the aforesaid message, and the Secretary of the Senate shall at once transmit the same to the editor of the abridgment, who shall insert in that publication such of said papers as he may deem of public interest, not exceeding the amount of fifty printed pages; and the publication of the annual volume of papers relating to foreign affairs be, and the same is hereby, discontinued.

SEC. —. That from and after the close of the first session of the Forty-fourth Congress the printing and binding of the proceedings and debates of Congress, in the same form as they now appear in the Congressional Record, shall be done by Franklin Rives, of Washington City, for the period of six years next ensuing, terminable after notice of two years on the part of either party, terminating at the expiration of a Congress, upon the terms stated in his proposal, to wit, two and one-half mills per printed page of the book edition, and seventy cents per volume for binding; the type to be of the same kinds as now used in printing the Congressional Record, the pages to be made up of the same size as those of the Congressional Record, the paper to be of the same description, weight, and quality as that now used for the Congressional Record, the volumes to be as nearly as practicable of the same size and bound in the same style as the volumes of the Congressional Record, and the stereotype plates or duplicates thereof to belong to the United States, the above-named sum of two and a half mills per printed page, and seventy cents per volume for binding, to embrace all charges made by the said Franklin Rives for the printing, binding, delivery, and all other work connected with the prompt publication of the proceedings and debates of Congress in daily and book form, as the Congressional Record is now published, and for the said stereotype plates: *Provided*, That the said Franklin Rives shall enter into good and sufficient bonds, in the sum of one hundred thousand dollars, subject to the approval of the Secretary of the Senate and the Clerk of the House of Representatives, for the faithful and prompt performance of his contract.

SEC. —. That it shall not be lawful for any printing or binding, other than that for Congress or for the Executive Departments, to be executed at the Government Printing-Office; and all branch or other printing-offices or binderies (except the printing-office at the headquarters

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of the Signal-Service Corps) now in the various Departments or Bureaus thereof be abolished; and that it be the duty of the Government Printer to have all the materials belonging to the United States in the said printing-offices and binderies transferred to the Government Printing-Office, and that it be unlawful to have any printing or binding executed in any Department or Bureau thereof.

All of which is respectfully submitted.

JOHN L. VANCE.
O. R. SINGLETON.

PAPERS REFERRED TO IN THE REPORT.

CONGRESSIONAL GLOBE OFFICE,
Washington, D. C., May 2, 1876.

SIR: I beg leave to submit to your honorable committee a proposal for printing the debates of Congress, in the form of a contract, to be used in case of the acceptance of the proposal.

In making this proposal I desire to call the attention of your committee and of Congress to some of the reasons which seem to justify and even to necessitate a change in the present mode of printing the debates, which, since March, 1873, have been printed by the Government at its public office. Up to the time when the work was taken from the hands of the proprietors of the *Globe*, the debates had been published by John C. Rives, the founder of the *Globe*, and by his successors, in a manner which left nothing to be desired. The work was acknowledged by all to be unequalled, unrivaled, and in all respects perfect. The only change suggested by any one was in the cost of the publication. It was claimed by some that it could be as well done by the Government Printing-Office for less money. Prudent statesmen doubted the propriety of the proposed change, both as a matter of economy and as a matter of justice to those who had so long executed the work with fidelity, with only such profits as its excellence justified, and who had invested in it all their capital on the faith of its continuance. These friends of the *Globe* knew well that "there is no work so costly as that which the Government does for itself." This they knew from observation and experience. In the debates which took place in the Senate in February, 1869, Senator Anthony, then and now chairman of the Senate Printing Committee, spoke of "the deduction that must always be made for government work in competition with private work." "*It always costs more,*" said he. Three years later, when the subject was again considered in the Senate, he said: "It is my opinion now that we cannot profitably carry the publication of the *Globe* to the Government Printing-Office." It is to be regretted that he was afterward led to express a different opinion, which experience has not justified.

In the debates in the Senate in February, 1869, Senators Frelinghuysen, Morrill, of Vermont, Fessenden, Hendricks, and Morton expressed the opinion that it is the interest of the Government to undertake as few jobs as possible: that instead of making, as was promised, \$40,000 a year by printing the debates at its office, the Government would lose \$50,000; and that, as nothing is more deceptive than public estimates, and as the private contractors who had done the work could judge best what it could be done for, the Government would find the proposed change a very costly one, at the same time that it would seriously injure faithful public servants. In these opinions as to the cost of the work, Mr. Defrees, the predecessor of the present Congressional Printer, concurred. How far such opinions have been confirmed by experience I am content to leave to your committee to judge. I believe that the investigation made by the Printing Committee of the House in 1874 showed such gross neglect on the part of the Congressional Printer in all his work and such misrepresentations as to the cost of the Congressional Record that Congress might then, with profit to the Government, have taken from him the printing of the debates, and restored it to the old private contractors. Such was not the conclusion of the House Printing Committee, but I am led to believe that the recent investigation made by your committee has resulted in showing that the Record has cost the Government far more than the *Globe*, and that this fact has only been concealed by the misrepresentations and omissions of the Congressional Printer, who, by neglecting to obey the law requiring him to keep and to publish yearly separate and exact accounts in detail of the cost of the Record, and by omitting from his partial accounts innumerable items of expense incurred in the publication, has willfully misled Congress, by causing them to believe that the Government saved money by intrusting him with the work.

I will not consume time by attempting to detail the facts which sustain my assertions, inasmuch as the committee are in possession of these facts, and are well aware of the truth of the statement, which I now make, that the Government has lost at least \$100,000 in testing the question whether its public agents could print the debates

more cheaply than its well-tried private contractors. I will only add that if again intrusted with the printing of the debates I will do the work in such a manner as to prove myself worthy of the renewal of the confidence of the Government.

The proposed contract, now submitted, is substantially the same as that proposed by Rives & Bailey in 1874.

Very respectfully,

FRANKLIN RIVES.

Hon. JOHN L. VANCE,

Chairman of the Committee on Printing, House of Representatives.

This agreement, entered into this _____ day of _____, in the year of our Lord 1876, by and between Franklin Rives, of the city of Washington, District of Columbia, of the first part, and the United States of America, by the Secretary of the Senate and the Clerk of the House of Representatives, acting under and by virtue of the act of the _____ day of _____, A. D. 1876, of the second part, witnesseth: That the said party of the first part, for and in consideration of the money hereinafter agreed to be paid unto him, does hereby covenant and agree with the said party of the second part as follows, namely:

First. To print the debates of Congress in the Daily Globe, on the morning following the day on which they occur, in the same form in which they have heretofore been printed in the Congressional Record, using the same kinds of type, the same measure, and the same quality of paper as have heretofore been used in the Congressional Record in season to be sent from Washington by the earliest mails leaving on the morning of its issue when the matter shall not exceed fifty pages, and when the matter shall exceed fifty pages the publication of such excess may be deferred until the said party of the first part, using all due diligence, shall find its publication practicable; and the printing of all speeches not delivered *in extenso* in either House may be deferred until their publication shall not extend the measure of the work beyond the said fifty pages: *Provided*, That the copy is supplied by the official reporters of the two Houses within such reasonable time as is necessary to enable the printers to put it into type; and any such failure on the part of said reporters shall place no responsibility therefor upon the said party of the first part.

Second. To transfer the proceedings from the Daily Globe to the Congressional Globe, in the same quarto form, and to print the same on paper of the same weight and quality as that heretofore used in the Congressional Record.

Third. To compile and supply an ample index to the Congressional Globe.

Fourth. To furnish to each Senator, Representative, and Delegate in Congress two copies of the Daily Globe.

Fifth. To furnish to Congress for the use of its members ten thousand four hundred copies of the Congressional Globe and Appendix, of which number _____ shall be for the Senate and _____ shall be for the House of Representatives.

Sixth. To bind the Congressional Globe and Appendix in volumes of the average thickness of the past volumes of that publication, in the same style as that in which they have heretofore been bound at the Government Printing-Office and in the same quality of material and workmanship.

Seventh. To allow members of each House the option of receiving copies of the Daily Globe as issued, instead of bound copies of the book edition, and to mail such copies of the Daily Globe without charge for mailing.

Eighth. To deliver the bound books to the folding-rooms of the Senate and House of Representatives.

And the United States, by the Secretary of the Senate and the Clerk of the House of Representatives, acting under and by virtue of the authority aforesaid, do hereby agree with the said party of the first part to pay him for the work hereinbefore specified to be done at the following rates, namely: For all proper service connected with the printing of the debates and the furnishing of the hereinbefore-specified number of copies of the two editions, at the rate of two and one-half mills per printed page of the Congressional Globe and Appendix; and for all proper service connected with the binding and delivery of the books, as hereinbefore specified, at the rate of seventy cents per volume; which rates are to cover all charges by the said party of the first part against the United States for the work hereby contracted to be done.

All accounts arising under this agreement for work done for the Senate shall be audited by its Secretary, and all accounts for work done for the House of Representatives shall be audited by the Clerk thereof, or by their respective and duly-authorized attorneys, at the request of the party of the first part, as the work progresses; and whenever said accounts shall have been so audited they shall be paid by the proper accounting-officers of the Treasury. This contract shall continue for at least six years from the date hereof, and shall terminate only upon a two-years' notification for that purpose, which may be given by either party hereto, provided that such termination shall take effect only at the expiration of a Congress.

In testimony whereof the parties aforesaid have hereunto set their hands and affixed their seals this _____ day of _____, A. D. 1876.

TESTIMONY TAKEN BY THE COMMITTEE ON PUBLIC PRINTING
OF THE HOUSE OF REPRESENTATIVES,

IN PURSUANCE OF A RESOLUTION PASSED JANUARY 13, 1876.

WASHINGTON, D. C., February 14, 1876.

The committee met at 7.30 p. m.

The CHAIRMAN. We have met for the purpose of making inquiries in relation to the public printing, in pursuance of a resolution adopted by the House of Representatives on the 13th of January, 1876. The resolution reads as follows.

"Resolved, That the Committee on Printing of this House be, and they are hereby, instructed to inquire into and ascertain the cost of and charges made for work done for Congress and the Executive Departments by the Government Printing-Office, and what similar work costs and can be done for in other offices; that they ascertain the cost of printing the Congressional Record, and the cost of having it printed by responsible private parties; that they ascertain whether the printing for Congress and the Executive Departments is done as economically as it should be, or as it may be, by contract or otherwise, by private parties; that they inquire into the extent of publications and printing ordered by the Executive Departments, and whether any limitation should be made upon such publications and printing beyond what is expressly authorized by law; that they make thorough examination into the operations of the Government Printing-Office, with the view to learn whether a different arrangement may be made or plan adopted to lessen the expense to the Government for the various items of printing required; and that the committee be instructed to make to this House full report of their investigation, together with the testimony taken by them; and to that end the said committee shall have power to send for persons and papers, and to use a shorthand reporter."

In pursuance of my request, Mr. Clapp, the Congressional Printer, is here, and I propose to ask him a number of questions.

A. M. CLAPP sworn and examined.

By the CHAIRMAN:

Question. What connection have you with the Government printing?—Answer. I am Congressional Printer, in charge.

Q. What books of account are kept in the Government Printing-Office?—A. We have our books setting forth the labor of the office, all persons who are employed, the length of time they are employed, and the amount paid them; all of which is entered in the book. We have a ledger, in which we keep accounts with all the establishments of which purchases are made. We have a check-book. We have books in which charges are made for the work done for Congress and for the Executive Departments. We have a complete set of books showing in detail all the expenses and cost of printing the Congressional Record. Those, I think, are all the books that I can now call to mind. I think the paying-clerk has a cash-book, in which he keeps a statement of our appropriation and of the drafts made against it.

Q. You refer to the book in which you keep accounts for printing done for the various Departments; does that book or books show each separate job?—A. Yes, sir; each separate job is set forth in the books. There is more than one book. I think there are four books which relate to the Executive Departments and the printing done therefor.

Q. Describe the purpose of each book briefly.—A. The book containing the labor is for the purpose of preserving a record; the pay-roll contains the names, once a month, of every employé of the office. That pay-roll has to pass upon a book, that we may have a record of it in the office, because the pay-roll itself is returned to the Treasury as one of my vouchers for so much money paid out, and this book is for the purpose of preserving that record that I may make an account of it in my report, as required by law, at the end of the year.

Q. Describe the next book.—A. That is a book in which we keep accounts with every one that we have dealings with—with every one of whom we buy material. Our accounts in that office are only for labor and material, except incidentals, horseshoeing,

or repairing, or something of that kind. The labor of our repairing goes as labor on the pay-roll; the material for the repairing is purchased, and that goes upon the ledger, and the ledger of which I speak is for the purpose of keeping accounts with all persons of whom we make purchases of material of any kind.

Q. Describe the other book in which you keep accounts with the Departments.—A. We have a book in which we keep an account of the printing done for Congress. We have a book in which we keep accounts for lithographing, which is an item provided for. Then we have a book—I think there are two or three books, perhaps more—which take in the congressional printing, the charges against Congress for printing. We keep an account against the House and an account against the Senate, separately. Then we have books in which we keep an account with each Executive Department, upon which is entered every requisition, and the accounts are carried out, ultimately showing what each job has cost, as near as we can get at the cost.

Q. You have described the books and the purposes of each book; now please state if your book-keeper opens an account with each Department, giving that Department, at the beginning of the fiscal year, credit for the appropriation.—A. Yes, sir.

Q. Describe the method of inspecting and receiving materials, and the system adopted for taking them up on your books.—A. The paper is received and inspected there by myself or my chief clerk, and, as it is received, the warehouse-man passes to the paying clerk an account of whatever is received, after it is inspected and weighed into the establishment. An account is kept of that, and, as often as it is thought expedient or desirable on the part of the contractor, a certificate of the amount received under his contract is given. These contracts are all filed in the Treasury Department, where the accounts are kept. The certificate is made on the Treasury Department, that so much paper has been delivered at such a price. That certificate that I make of that delivery is sent up there, and they send the drafts for that paper directly from the Treasury to the contractor. Seldom, if ever, are any of the drafts returned to our office, unless by special request of the contractor that my paymaster may send the draft to him.

Q. All paper, then, is inspected by yourself or your chief clerk?—A. Yes, sir; to see if it corresponds with the standard established by the Committee on Printing.

Q. Does your answer to the above question apply to all material other than paper?—A. No, sir; for instance, all other material, except that which is contracted for by the Committee on Printing, is purchased on requisition through the foreman of binding or the foreman of printing. I am just as subordinate to those two officials in that office in making purchases as a person that I hire in the building is subordinate to me for the purposes for which he is hired. They make their requisitions for type, printing material, presses, &c. Those requisitions come from the foreman of printing. The foreman of binding makes his requisitions for binding material and for paper used for the public binding. I seldom see those requisitions myself, because I say to my chief clerk, "Of course, whenever a requisition comes down you will examine it and pass it over to the pay-clerk," who makes the order under that requisition, the requisition being entered in the book kept for that purpose. Those materials are purchased and delivered to the foreman of printing and the foreman of binding, the foreman of binding inspecting all his material; the foreman of printing inspecting his material, because they are purchased on his requisition, as the law provides.

Q. By whom are they purchased?—A. They are purchased by me. That is to say, I say to my pay-clerk, or my chief clerk says to him, "Here is a requisition for so much paper, or for so much printing material, or for so much binding material, and you will please make the order." That material comes and is received by the clerk in charge of the warehouse; the report is made, and when it is found to correspond with the invoice it is credited on our books. Then this material goes out on requisition.

Q. How are these articles purchased? You say they are purchased by you; how are they purchased?—A. By orders on different parties, wherever we have opened an account.

Q. They are supposed to be purchased, consequently, at the lowest market-price?—A. That has been my direction about printing material. I understand all about it; but as to binding material, not being a practical binder, I have always trusted the foreman of binding. I have always instructed him to purchase where that could be purchased at the lowest market-price for the same quality of goods, and he has assured me that, with his knowledge of the market, it has been done so.

Q. Is the same course that you describe here pursued in the purchase of all other material?—A. Yes, sir. For instance, when we want presses there is but one man who manufactures the Hoe press; if we want a Hoe press, we order of Hoe & Co. Most of our type is manufactured by George Bruce, Sons & Co., for this reason, that I found all the standard fonts of their type, and I have kept the type in that line to save the throwing out of type under a change.

Q. Now, having described the mode of inspecting and receiving materials, please describe your method or mode of taking those materials off from the books, when they are consumed.—A. The paper for the public printing, that is, printing-paper, is kept in a warehouse, a man in charge, and whenever a job goes to the press-room, accom-

panying that job there is a requisition from the foreman of printing—a requisition for the paper necessary to accomplish the work. That is credited up to that account as it comes in; that is, so many quires or so many reams. The writing-papers which are for the job-work are taken into another warehouse, in charge of the warehouseman, who never issues a quire of paper without a requisition from the office. The person keeping these books against the Executive Departments has a private account of his paper, and he can tell, unless there has been some of it stolen, within a quire of the amount of any peculiar kind of paper that is in that warehouse at any time, for he has on his book the amount of receipts credited, and the amount of issues made against it. All this paper is issued on requisition, and the accounts are kept just as distinctly as they are for the moneys of the office.

Q. Are the papers purchased in open market kept by the same parties and in the same manner as paper purchased by contract?—A. No, sir; they are not kept at all. All the papers purchased in open market are purchased under a requisition from the foreman of binding, and he keeps those accounts; that is, the books in which the stock is credited, and upon which requisitions are made.

Q. You have described the paper; now tell us as regards the other materials.—A. Accounts are kept in the same way of binders' materials, and they are issued from the wareroom on requisition, and a perfect account kept of every yard of cloth, and of every piece of leather, every bundle of board, and everything of that kind, that is used up in the binding-room—a perfect system of book-keeping throughout, relating to every department.

Q. This being the case, your books will consequently show the amount of paper and the amount of binding materials used for the production of each job?—A. Yes, sir; I think you will find it so. I know it is so in regard to paper in the printing-office, and I think it is so in regard to binding; but the persons who keep those books could give you the detail more intelligently, perhaps, than I can.

Q. The same may be said in regard to paper used in the production of blanks and other work for the Departments?—A. Yes, sir; that is, of blank-books. The blank-paper is mostly contracted for where there are printed blanks, except that which is bound. Your advertisement, or proposal, covers all the writing-paper used in printing blanks, but the ledger-papers are different. They are kept in charge entirely of the foreman of binding, who keeps his accounts and makes his reports on them weekly.

Q. But still, your books will show what is used for blank work if it is taken out of the contract side?—A. O, yes; our books show everything of that kind. I think the system of book-keeping is perfect in its details, so as to show clearly what becomes of every quire of paper that is used in that office.

Q. Do I understand you to say that the foreman of binding has charge of, and makes requisitions for, all the paper and other materials used in his department?—A. Yes, sir.

Q. Is the system of accountability such that correct balances of materials are at all times exhibited?—A. I think so, sir.

Q. What class of work is done by the weekly hands, and what class by the piece?—A. It is perhaps difficult for me to tell you accurately. The weekly hands in the printing department, for instance, the pressmen, are all paid by the week or by the day. The feeders in the press-room are all paid by the day. The laborers are all paid by the day. That is for the press-room. Now I come to the composition-room. The document-work, much of it, is done by the day. The bill-work is done by the day. The specification-work for the Patent Office, which is very "fat," is done by the day, and the job-work of the office is all done by the day. The Supreme Court work is done by the piece. The Record work is done by the piece; and some document-work is done by the piece, for this purpose: we have to accommodate people by setting printers to work who cannot earn their four dollars a day, and I give them sixty cents a thousand, their price, where they worry along with a class of document-work and with the Supreme Court work by the piece.

Q. Are these distinctions always made?—A. They are usually kept up. There is one distinction that I failed to speak of, and that is, the rule-and-figure work, which is very "fat," is all done by the day, except, perhaps, a little that might be in a document. I mean that the general run of the rule-and-figure work is done by the day.

Q. You say that the pressmen and the feeders and laborers are paid by the day; what is estimated as a day's work for these pressmen, feeders, and laborers?—A. That they shall put in all their time, without loitering or wasting time. You cannot always tell just what a man should get out of a press, because there may be three or four changes in forms, or anything of that kind, where you are doing job-work; but we usually exact of a man all that the press has the power to accomplish, and hold him responsible, taking out the time for the changes. They are under constant watch-care, and if they are found idling their time or reading newspapers they are discharged.

Q. At what rate per thousand ems is composition by weekly hands charged?—A. On plain composition, sixty cents per thousand ems; on blanks, or what is usually termed fat matter, an account is kept by the compositor of the actual time engaged, to which

is added 20 per cent. for proof-reading, distribution, making up, &c. Where large quantities of blanks are required, plates are made, the number being governed by the number of blanks. From three to five thousand, two plates. For five thousand and upward, as many as the paper will cut advantageously. On all book-work it is charged at sixty cents.

Q. Does this charge apply to plain matter only?—A. To plain matter only. There is also price-and-a-half and double-price matter. It is charged up in that way, the sixty cents being the basis. That is my impression, and yet I may be in error about that. I should like to look at the data. I did not think I was going to be asked to answer these questions so closely in detail, or I would have brought the records with me.

Q. Does the sixty cents per thousand ems cover proof-reading?—A. It does in the job-work.

Q. Does it cover the distribution of type?—A. Yes, sir; it covers the setting and the distribution; every man who sets a thousand has to distribute it for that price.

By Mr. BALLOU:

Q. And the correcting of errors?—A. Yes, sir.

By the CHAIRMAN:

Q. What percentage is charged for proof-reading, where proof-reading is charged?—A. I cannot answer you as to the percentage, because I do not know really, where proof-reading is charged, in what specific percentage it is charged.

Q. What percentage is charged for making up?—A. I cannot answer you that, the specific percentage. If I had known that you would ask me that, I would have brought memoranda of it.

Q. What charge is made for making up?—A. Where we charge the composition in document-work, I cannot tell you what percentage is charged for making up, if there is any distinct percentage. The accounts that we keep, the great accounts, are for labor and material. These inside accounts are for the purpose of dividing the appropriations between the Executive Departments, the Legislative Departments, and the Supreme Court; and the expense of doing that work is not affected one way or the other by any inside charges that may be made; consequently, I have not given the inside charges that close attention that I should have done if I had supposed I was to be asked these questions; but I can prepare myself to answer them fully at another hearing.

Q. Is any charge made for corrections of proofs by authors?—A. Yes; where material changes are made, the time used in making those changes is charged.

Q. Are these corrections numerous or expensive?—A. Some of them are and some of them are not. In the Record they are very numerous and very expensive.

Q. What percentages are allowed for proof-reading and making up of piece-work?—A. That I cannot answer now. I will furnish an answer to it, but I cannot answer it now.

Q. Are percentages for proof-reading and making up uniform on all documents?—A. On all documents, I think.

Q. Upon what are the percentages based?—A. I do not know that I can answer that now.

Q. Is the work for the Executive Departments charged at the same rates as that done by order of the Houses of Congress?—A. Yes, sir; on the same principle of charging.

Q. Is the schedule of rates for the various classes of work, now in use, the same as that observed during your entire administration?—A. No, sir.

Q. What has been the reason for the change of schedule, or variation in the rates of charging for the different kinds of work?—A. When I entered upon this office I found a system of charges that I understood was based upon a law of 1852, which was the contract-law, and the charges were made under those rates when I came here, for the purpose of showing the difference between the contract-prices and the absolute cost of doing the same amount of work under this new system of the Government's doing its own printing. When this law was passed, which made it necessary to charge up against the Departments specifically, I revised those charges and brought them as close as possible. After close consultation with all the printers, and all the experienced men I had in that office, (and I have some that have been there ever since the office was established.) I revised them, and we are now charging up under that revision. I found that the Departments would not get anywhere near what they were entitled to if the old charges were kept up. For instance, they used to charge a blank, under the old contract system, for the press-work; and if there were sixteen forms on one sheet they would charge sixteen press-works. I saw at once that that would be unjust, and reduced that, so that the charges are so much per token.

Q. So many impressions?—A. Yes, so many impressions.

Q. Is the stereotyping charged against each document for which that class of work is done?—A. Yes, sir; it is intended to be.

Q. What rule governs you in deciding whether any particular document shall or

shall not be stereotyped?—A. Occasionally I ask the advice of the Joint Committee on Printing. Uniformly, it is a matter of judgment with me, whether it is economical to use the type or to stereotype. The stereotyping establishment was set up there after I came there. The stereotyping was being done outside; and at the same rates that we have paid heretofore, compared with those that they cost now; we are saving about \$20,000 a year to the Government for the same class of work.

Q. How long are plates retained, and are they melted up for re-use?—A. They are retained until there is no probability of their ever being called for again. Where there is a doubt about it, they are allowed to remain, but I have usually gone to the Committee on Printing, and asked their advice, before I would destroy a set of plates, melt them up.

Q. Are they re-used?—A. They are re-used.

Q. How many times can the same metal be used?—A. I do not know how many times. I am not an expert at the melting of metals to know how much goes to dross at each melting, but I suppose we do not have to add, perhaps, more than five per cent. of new metal in recasting it. That is my impression.

Q. At what rate is stereotyping charged?—A. It is charged as near as we can get at the cost of it; but we have a standard rate of charging, that I can furnish you; so much per inch.

Q. From what source do you obtain this rate?—A. From the experience and knowledge of expert stereotypers. Not being a stereotyper myself, I have to rely upon them. My head stereotyper is a man who was in the Globe office for a great many years, and is one of the most experienced men in the business.

Q. Do you always observe the rule, where a document is required for both houses, of charging for the composition of the document against the house which first orders it?—A. Yes, sir; I think that is the rule of the office.

Q. If two different editions of the same document are printed from the same type, against which is the composition charged?—A. Against the first edition.

Q. If corrections, more or less expensive, for the second or any subsequent edition are made, is any charge made for them? If so, upon what basis and where is such charge made?—A. I think there is a charge made. The time used is charged up against the document if material changes have been made, but not the composition; there is no charge for composition unless the matter is recomposed.

Q. What is the average amount of composition per day by the weekly hands?—A. It varies. Of the weekly hands, those who are on solid matter, I require at least, at 60 cents a thousand, \$3.50 a day. If they do not come up to that, then they are sent to the piece-department. In view of their not having any of the "fat" matter, I give them this margin, while the rule-and-figure hands earn from \$5 to \$17 a day. I have known a man to earn as high as \$17 a day at rule-and-figure work—an expert—and they average more than \$5 a day.

Q. Is that the basis upon which work done by them is charged?—A. All work, I think, is charged up against the documents at the same rate.

Q. Please submit samples of work recognized in your office as one-price matter, one-and-a-half-price matter, and double-price matter.—A. In this document, [Message and Documents, Abridgement, 1874-'75,] on page 454 it is one-price matter; on page 455, one-and-a-half-price matter, and double-price matter on page 457.

Q. Is all work in these classes charged at these respective rates against both Congress and the Executive Departments?—A. I think so; that is my impression; however, I may be wrong about it. It should be so. There should be no difference of charge as between any of the Departments of the Government, whether legislative or executive.

Q. In the tabular statement in your annual report, exhibiting work done for Congress, do any of the columns contain charges for other things than are noted at the heads of the columns?—A. I think not.

Q. From whom do you obtain information as to the cost of press-work?—A. From the foreman of the press-room.

Q. At what rate is the press-work charged?—A. It is charged at 50 cents a token for plain work, document, or common work; on book-work at 75 cents a token, which is 250 sheets. That includes the cost of folding and gathering. On blank-work it is 50 cents per token. Envelopes are charged at \$1 per thousand for the first five thousand and 75 cents for each additional thousand. The foreman of the press-room, as near as he can get at the absolute time of all the persons connected with the working that special job, fixes the cost and returns it to the book-keeper, who puts it down.

Q. What services or supplies are these rates intended to cover?—A. They are intended to cover the press-work, the dry-pressing, and the folding.

Q. How are the employés of the press-room paid for day-work?—A. Pressmen are paid \$4 a day, the feeders at \$1.50 per day, and the laborers \$2.25 per day. They are required to put in eight hours, or are docked if they are absent; and if they are beyond five minutes late, they lose half an hour.

Q. How are they paid for extra and night work?—A. At 50 cents per hour for the pressmen, and at 12 cents an hour for the feeders. They are paid *pro rata*.

Q. Is any difference made in the charge for printing a document whether the work upon it is done during regular hours or during extra hours?—A. No, sir, I think not; simply for the reason that the pay is no more. It makes no difference whether that work is done that night or the next day, the pay of the employés is the same, and the running of the machinery costs about the same. Our regular hours are day and night.

Q. Upon what basis do you charge for the binding done for Congress and the Executive Departments?—A. You must excuse me from attempting to answer a question in regard to binding. I will furnish you with all these answers from the foreman or some one experienced there, but I know so little about the bindery, experimentally, that I would not undertake to answer these questions. Generally, I can say this, that the foreman of binding reports; he makes up the material at cost, and the time at cost, and reports.

Q. Do you charge the same prices for similar work against both Congress and the Departments from the binding department?—A. My impression is that we do. There is very little of the same class of work done for both.

Q. Is the paper used for fly-leaves in the binding charged in the column headed "cost of binding, &c.," in your annual report?—A. Yes, sir, I know it becomes a charge in the binding—the waste leaves we call it.

Q. If materials which have been purchased by you under a supposed necessity are not required either in whole or in part, or become valueless through age or injury, are they sold?—A. Presses are sold. That is the only material that I know of that is sold. I sell my second-hand presses; no other materials that I know of. We did sell our type-metal, but since we have been running the stereotyping-foundery we have had occasion to use up all the old type.

Q. What is done with the proceeds of the sale of presses?—A. An account is kept, and the money turned into the Treasury regularly, to the credit of the appropriation.

Q. Is any report made of such action?—A. Every year, sir, in my report to Congress.

Q. What is done with broken and worn type?—A. It is melted up in the stereotype-foundery, and accounted for in that department.

Q. Give the *modus operandi* of your drawing money from the Treasury, the disbursement of the same, and the settlement of your accounts.—A. I am first required to give \$80,000 bonds to the Government. Under the law I can draw two-thirds of that, which is \$53,000 and something. That I have to start business with. I draw that in this month. At the end of the month I have got to pay for what material I have purchased, and for labor that has been expended in the establishment. Then, if I have occasion to use any more money than that \$53,000, I must borrow it, or get it in some way, for a few days. I then make a return of my pay-roll and of all the vouchers for all the materials that I have purchased and paid for in that month, and they are passed in the Treasury to my credit, and that offsets the \$53,000 that I am allowed to draw. Then I can draw after that is settled and balanced, which is every month and every quarter—the balances come to me every quarter; but until I have furnished sufficient proof in vouchers that I have expended that \$53,000, that does not go to my credit. When I furnish this evidence, then it does go to my credit, and all other moneys that I may have expended, no matter from what sources obtained; that also goes to my credit, and that is paid back to me; and so it goes on from one time to another.

Q. Do the accounting-officers of the Treasury Department inquire into the reasonableness of prices paid by you for articles purchased in open market?—A. I do not think they ever did. I don't think they ever thought it a part of their duty, because they had nothing to do with it but to pass my accounts.

Q. Describe the method you pursue in making purchases in open market.—A. For instance, the foreman of binding calls upon me for so many pieces of leather, Russia, or sheep, or calf, as the case may be. I then send an order to a house in New York, who fill it. One house has filled my orders entirely, with a little exception. I have tried one or two others, and found I could not get as good material as cheap, and so we returned to this house. I have watched the market closely to see if I was buying on the market. My foreman has assured me always that we were buying at the bottom of the market; and it has been simply a matter of ordering, he making the requisition and the order being made and the goods received by him and credited to those parties on our books, and we returning our vouchers therefor.

Q. Does this answer apply to all other materials?—A. All materials. The same process is pursued in regard to all materials.

Q. What house do you say you purchase of in New York?—A. Mostly of John Campbell & Co., New York, binding-materials. Our ledger-paper at different places, some from Wheelwright, Mudge & Co., Baltimore, and some from Campbell, Hall & Co., New York. The prices are uniform, and sometimes I have purchased of one and sometimes of the other, as the case may be. They are both good houses to deal with.

Q. In making purchases in open market do you endeavor, by inquiry or otherwise, to arrive at the lowest prices?—A. I have always done that. I have tried to get at the bottom of the market.

Q. Are bills for supplies purchased by you in open market subject to any inspection, examination, or revision, by any committee of Congress or other authorized persons, prior to their payment?—A. No; they never have been.

Q. How are payments made for paper and other materials purchased under contract?—A. After the paper is inspected and received in the warehouse, a certificate of the amount received is made to the Treasury in the established form, and the Treasurer sends a draft, usually to the contractor, which comes directly from the Treasury Department; they have their contract, with the price and everything. Everything of that kind is examined closely there. My accounts undergo a very rigid examination in the Treasury Department.

Q. Are the payments always made thus?—A. There may have been one or two deviations from it, at the request of the contractors. Mr. Larcombe, my pay-clerk, sometimes, to accommodate them, goes and gets their draft when they are in a hurry. Otherwise it takes its course through the Treasury and is a little slow.

Q. Give the mode adopted in your office for arriving at the cost or charge for a job, say, one thousand blanks, half-sheet letter-paper; that is to say, one ream of paper?—A. Whatever the composition is, it is returned at the time, the amount of labor bestowed upon it. Twenty per cent. is added to that to cover proof-reading, making-up, &c.; the paper is charged at the cost; the press-work is charged at the rate per token, 50 cents per token of 250 impressions. They, grouped together, make the charge for that job.

Q. What waste do you allow in estimating paper?—A. From 3 to 5 per cent.; about 3 per cent. generally; and it has always been a matter of doubt in my mind whether that is quite enough. On short work it is not; on long work it is.

Adjourned.

WASHINGTON, February 15, 1876.

A. M. CLAPP, examination continued.

The WITNESS. There are two answers that I could not make last night—that in regard to charging a percentage for the making up, and the proof-reading; it is never done in any instance. I was in doubt whether it might not have been done, but my impression was that it was not done, and I find now that it is not, from this fact, that they calculate, in looking over the economies of the office, that they can save enough off the rule-and-figure work and the fat work to charge the composition all up at sixty cents. They take their chances on that.

Q. How do you charge for proof-reading?—A. We charge all the composition at sixty cents. We assume that we save enough on the job-work, on the bill-work, on the rule-and-figure work, to cover in the expense of proof-reading.

Q. Do I understand you to say that in making your estimates of the cost of work you make the charge for composition sixty cents, including proof-reading?—A. That covers proof-reading and making up.

Q. You spoke last night of a change having been made in the schedule of charges. When was the change made in the schedule of rates for the work done in your office?—A. Two years ago last winter. When this law went into effect, without any thought, I allowed them to go on charging under the old schedule; it did not occur to me that it might work injustice to anybody. I knew that the Government would not be wronged, because it would not affect the Government at large at all. I let it go until the question was raised in the appropriation committee by the Post-Office Department. I had then been confined to my house by sickness most of the time since Congress met. I took that matter up by itself, and at once discovered that it was working injustice to these Departments—that is, they were not getting anywhere near the amount that they should have of work at the cost. I then sat down with all my assistants, my foreman, my financial clerk, my chief clerk, and my other clerks, who were printers, and we discussed and condensed that matter down to the present schedule of prices, believing that it approximated as near as is possible to approximate the actual cost of this work as it goes out to the Departments. That was the time that the change and the revision were made, and I had occasion to thank the Post-Office Department for bringing my attention to it.

Q. Does the rule that you speak of, in regard to proof-reading, apply to all matter in the office?—A. I think it does—no, we charge up against the Record the proof-reading distinct from the sixty cents, because there is no fat in that. The system applies to all except the Record.

Q. You have described your books, and the purpose of each. In making charges for work done, say plain or one-price matter, how much do you charge for press-work for five hundred?—A. Two tokens.

Q. How much money?—A. Fifty cents on job-work. On book-work, seventy-five cents a token, which includes the cost of folding and gathering. The blank-work is all charged at fifty cents a token, more or less; they make that uniform, as I understand it.

Q. It would make no difference, then, as to the number of thousands printed?—A. No, sir; it would not, I think, in the way they keep their books. That is my impression.

Q. If the job ordered is in type, but requires correction, what method do you pursue in estimating the cost?—A. The time.

Q. If in type and no correction, simply to be placed on the stone and locked up, and put in the press, what charge?—A. Fifty cents.

Q. The Departments use many blanks that require but little change, and they are printed frequently?—A. Yes, sir.

Q. Are they kept in type; and if so, in estimating the cost of the job, do you include composition, or simply the time consumed in preparing for the press?—A. In all jobs where we know that long numbers are required, and at intervals, we stereotype them and relieve the type, and keep the plates and use them.

Q. Therefore, if in plates, there is no charge made for composition?—A. None for composition; but the charge is made for the stereotyping.

Q. When is this charge made for stereotyping?—A. It is made on the next order, and after that no charge. There is but one charge for stereotyping, and that is made on the first order after stereotyping.

Q. To be brief: In case a job is called for frequently, the first charge is for composition, the second charge is for stereotyping, which is placed against the second job; after that no charge for composition?—A. No charge for composition or stereotyping.

Q. In reprints, do you charge for composition?—A. There is no charge for composition when the type are standing, or when stereotype-plates exist.

Q. How many presses have you in the office?—A. I have fifty-four.

Q. What kinds, or by whom made?—A. I have the Bullock press, the Hoe press, the Campbell press, the Adams press, the Gordon press, and the Allen press.

Q. What do you charge for press-work on circulars on the Gordon press, either quarter or half medium?—A. At the same rate per token; 50 cents for 250. I want to show you a report that we get every day from the press-room, which shows the product of each of the 54 presses. That comes to my room every day. I will furnish you a copy of this, and you can then see the average product.

Q. Under which heading in this list of presses would come what is known as a fast envelope-press?—A. That is the Allen press.

Q. How many impressions an hour can be made on your fast envelope-press?—A. I think that one will make, if I recollect right, three or four thousand. I think they claim for that that they can work about 3,000 an hour.

Q. How many feeders can you put to that press?—A. Two feeders.

Q. What do you charge for press-work on the fast-envelope press?—A. We print envelopes on those. We charge \$1 a thousand for the first 5,000; 75 cents for each additional thousand.

Q. You state that you charge \$2 a thousand for press-work. Does that include the number of impressions or the number of copies?—A. The number of impressions.

Q. For example, you have four, or six, or eight, or ten, or twelve, or sixteen copies of the job on the press all done at one impression; do you charge for each one thousand copies, not impressions, the same price?—A. O, no. We charge for the whole. The one impression and the sheet covering all these is charged at fifty cents a token.

Q. How much does it cost you to run an Adams press a day?—A. I don't know that I can tell you now; but it costs to run an Adams press \$3.50 a day. A pressman runs two presses, and gets \$4 a day; the feeder gets \$1.50 a day. That would be for one press \$3.50, and \$7 for two presses. What fractional part of the expense of running all that machinery would attach to one of the Adams presses out of the fifty-four I have never been able to determine.

Q. What number of impressions is an Adams press capable of making in a day of eight hours?—A. If run steadily, I don't think they will make over six thousand, or in that vicinity.

Q. As I understand your estimate, you would charge \$15 for the use of that press?—A. I would charge whatever it earned at fifty cents a token. That, you see, covers whatever gathering or folding there is; it covers laborers, steam, repairs of machinery, and everything else; it carries the expense of that part of the establishment.

Q. Isn't that rather a large estimate to make for those outside expenses, the difference between \$15 and \$3.50?—A. I don't say that they would earn \$15. You ask me what a press might do. I say I think they might do that. You know they have to stop for change of forms. They do not produce that, as you will see in looking over this report.

Q. How much does a Hoe cylinder-press cost you a day?—A. It costs the same for a pressman, and most of them have two feeders. That would be \$5. Sometimes the larger cylinders run with one feeder.

Q. How much does a half a quarter medium Gordon cost?—A. About the same. They are run by apprentices, and I can hardly tell you what they do cost. The feeders cost the same.

Q. How much does a fast envelope-press cost?—A. They have two feeders and half a pressman.

Q. What do you pay pressmen?—A. Four dollars a day; feeders, \$1.50. That would make those presses cost \$5 a day.

Q. How many laborers have you in the press-room?—A. I cannot answer that without looking at the list.

Q. What is the average pay of the laborers?—A. There is but one pay—\$2.25 a day.

Q. What do you include in the charge of fifty cents per two hundred and fifty impressions?—A. I charge, as near as I can get at it, all the collateral expenses to the production of that work. There are the pressmen, the feeder, the steam-power, the laborers; a portion of the foreman's salary; a portion of the salary of the warehouseman who furnishes the paper, such proportion as I think right; the expense of wagons and drivers for the delivery of the work; the cost of putting the sheets into the drying-press, taking them out, sending them to the folding room, and the cost of folding and gathering. That is all included in the press-work. It is based upon these items that we arrive at the fifty cents a token as covering the expense. It may cover it or it may exceed it; I cannot tell precisely.

Q. How many impressions a day can that Bullock press turn out—that is, 64-page forms?—A. It will turn out, printed on both sides, two sheets per second. That is about the average. That is about 7,000 an hour, when it runs steadily.

Q. How long does that press take to make the plates ready, say for 100,000 copies of 64 pages, and to work it off?—A. It will take about from two to three days to make the forms ready, and it will run at the rate of 7,000 an hour—from 6,000 to 7,000 an hour.

Q. Give me the total cost of the labor for that number of copies?—A. There are two pressmen, and, I think, five laborers; two handling the paper, wetting it and getting it ready, and two more attending round the press. I think that is about it. It makes about \$19 a day for the labor. It would take about two and a half days, which would make the cost about \$48.25, for press-work.

Q. What would be the cost of the labor for preparing that form of 64 pages for the press-work?—A. About \$16.

Q. So it would cost about \$64.25 for labor to prepare and print 100,000 copies of 64 pages?—A. Yes, sir. But then you must understand that then it has got to pass through the dry-pressing, and be folded and gathered.

Q. What do you charge for 100,000 impressions of that press on the agricultural report?—A. We charge at the same rate, fifty cents per token.

Q. Since you have had the Bullock press, how long has it run?—A. That I cannot tell you. It has not run much for the last two years.

Q. When not running, do you use the pressmen upon other presses?—A. Yes, sir. They are either discharged or transferred.

Q. What force have you in the drying and dry-pressing room?—A. There is a foreman, and, I think, twelve boys; a laborer on the floor, and two cutters with the cutting-machines.

Q. What wages do you give these respective parties?—A. The foreman of the drying-room gets \$4 a day; the boys get \$3 a week; the laborers get \$2.25; the men who man the cutting-machine get \$4.

Q. What number of sheets can this force turn out in a day?—A. I cannot answer that now without an opportunity to compute more carefully than I can do it now.

Q. If you were to run dry paper on your cylinder presses, how much could you reduce the force in the dry-pressing room?—A. Not much. Very much of our work now is done on dry paper. There are four laborers, I think, wetting.

Q. If you have good paper, and good ink, is it not possible to make as good work without wetting down, and drying, and pressing, as you can with the present process?—A. O, you have got to dry-press, even if your paper is worked dry. It won't do to leave the embossing on it. The impression remains there, even if it passes through the press dry, and it has to go to the hydraulic presses to have the embossing pressed out, whether it is wet or dry. The embossing comes out easier where the paper has been wet than where it has been dry.

Q. You have two classes of hands at work—weekly or day hands, and piece hands. Please state what kind of work the weekly hands do?—A. They do the rule-and-figure work, the job-work, the bill-work, the specification-work for the Patent-Office, and they do some document-work.

Q. Is that the sort of work they do? [Referring to the annual report of the Commercial Relations between the United States and Foreign Nations, for the year ending September 30, 1874.]—A. Yes, sir; that is the class of work that is done by the day.

Q. Do you know what you charge a page for work on this?—A. I do not.

Q. How much can a man do a day of that report?—A. I have known men to do from \$5 to \$17 a day. It depends on their expertness. I do not know as they could do it on that, but they can on rule-and-figure work. I presume they would average \$3 a day.

Q. How much will your foreman pass for a day's work?—A. He will pass just as much as a man can do. He must not fall under his wages, \$4 a day, at the regular rates of composition for that work, whatever it may be, which is, I suppose, \$1.20 a thousand.

Q. In printing envelopes, what method do you pursue in arriving at the cost per thousand?—A. We take into account the running of the press, and the labor, and everything else—the printing of an envelope relates to the general expenses of the establishment, just as much as anything else. It is almost an infinitesimal point to get at, but for the purpose of making charges against the Departments, we have got, as nearly as we could, at the approximate cost, what it should carry, and be just and right within itself.

Q. Take your fast envelope-press, it will print about three thousand an hour?—A. I think from twenty-five hundred to three thousand an hour.

Q. By each feeder?—A. No, sir; it takes two feeders for the twenty-five hundred an hour, I think. I may be mistaken about that. I have never given it close attention.

Q. At that rate, please tell me what it would cost to print ten thousand envelopes?—A. I do not know that I can tell you precisely. At that rate I can tell you, but this point should not be lost sight of: that is a great establishment; it works all together, and where we may make on one little point, we may lose on another, but, for uniformity's sake, we make these charges, without ciphering out precisely what a special job costs us at the time. It is under a system of charges that extends through the establishment for the year.

Q. In the report made to this committee from the Agricultural Bureau, I find that you have charged \$30.60 for printing ten thousand envelopes.—A. When was that charge?

Q. That charge was in February, 1864.—A. That was before the change was made. That was under the old rates, the contract prices of 1852, which we followed down until I found that it was not going to work well under this new system.

Q. I find that in 1875 you charged \$1.60 a thousand for one thousand.—A. Well, that covered the setting of the type, which was sixty cents.

Q. Why did you add sixty cents for setting the type?—A. Because it is a thousand upon our rate of charges. You do not set up anything less than that when you take your stick in your hands for a job. We would have to pay a journeyman at the rate of sixty cents a thousand.

Q. My impression was that in all this job-work you charged for the time occupied?—A. No, sir. I think I answered that question. I said last night, on plain composition sixty cents per thousand ems. On blanks, or what is usually termed fat matter, the account is kept by the compositor of the actual time engaged, adding 20 per cent. For instance, it took him an hour; that would be fifty cents to be added to the other. There is the time of setting type, locking it up, making it ready, and getting it on the press, to be added to the press-work.

Q. In April, 1875, you charged \$25.58 for 20,000 official envelopes.—A. Well, there may have been changes of forms. I cannot answer with regard to that without going back to the original charge. You shall have my books here, and my clerks to explain them. It is susceptible of explanation, unless it is a positive error. If it is an error, it is an error; but if it is not admitted to be an error in computation, then there will be some sufficient explanation for the charge.

Q. What do you charge a ream for printing letter-heads, department headings?—A. I cannot answer that without going to the book, because I do not recollect.

Q. Can you answer how much for note-heads?—A. No, sir; I cannot make any answer with regard to the charges on those books, except that I refer to the books, for I cannot remember.

Q. I find that you charge \$2.48 for printing 2,880 letter-heads, and I find for five reams of note-heads you charge \$5.40; or \$1.08 a ream for sheets, against \$1.16 for half-sheets.—A. I cannot give you any explanation of that without looking at the entries on the books. My books will vindicate themselves or impeach themselves, one of the two. I cannot do it either way from recollection.

Q. You have stated that the same basis governs you in all estimates?—A. Yes, sir, approximately.

Q. I find that in February, 1874, you charged \$20.40 for printing 6,000 postal cards?—A. I cannot answer anything about that, only that I presume it was under the old régime.

Q. I find here that you printed 3,000 postal cards in May, 1875, for which you charged \$6.60.—A. I cannot answer a question regarding the discrepancies of those charges, or the charges themselves, except as I can refer to the books.

Q. In tabular statement No. 1 of your report to the present Congress, do the sums under the heading, "Cost of printing, dry-pressing, folding," &c., include composition?—A. Well, "Cost of printing, dry-pressing, folding"—that is presswork, I suppose; my impression is that the composition is not in there at all, but is in another place. Those are the extra copies, in my opinion.

Q. Do you charge matter set by the hands paid by the day at the same rate as that set by the piece-compositors?—A. Yes, sir; against the work we do, and we get enough out of the compositors in making them do the rule-and-figure and fat work of the office, at \$4 a day, to cover the proof-reading, making up, and all that sort of thing. That is our judgment.

Q. Do you do any outside printing?—A. None, sir, that I am aware of.

Q. Do you do any outside binding?—A. What do you call outside binding?

Q. Do you do binding other than public binding?—A. Not that I am aware of. We have bound for members of Congress, they paying the cost and 10 per cent. added, and for Senators, but nobody else.

Q. Is all the paper weighed?—A. All the paper that is received is weighed.

Q. I find that section 3520, Revised Statutes, provides that you shall make a report to the Secretary of the Interior of all paper used in the public printing-office, and shall, at the end of each fiscal year, report the amount of each class consumed in said office and the works or publications in which the same was used. Have you made such report?—A. No; except by filing with the Secretary of the Interior my annual report. I have never made any other annual report, neither has any of my predecessors.

Q. This law is mandatory that you shall make a report?—A. Well, the law cannot command anybody to do what he cannot do. I have never been provided with the clerical force to do that work, and neither were my predecessors; and for that reason we have done first the work that was necessary to keep the establishment going. That question was raised in the Senate committee two years ago. I then made the same answer that I make now, that without more clerical force it was not possible for me to do that according to its letter. I think the spirit of it was answered by the filing of my annual report, which shows all the purchases of paper made and all the work done; but for me to make a transcript of my books, charging up each item, and showing the cost of each little item of printing, would just duplicate my books, and I must have a duplicate set of clerks in order to do it; that is not the intent of the law.

WASHINGTON, D. C., *February 16, 1876.*

A. M. CLAPP recalled and further examined.

By the CHAIRMAN :

Question. There were some questions asked you yesterday in regard to which you preferred to get data before answering; are you now prepared to answer those questions referring to the composition?—Answer. The House bills, the composition was \$4,479.36. That is for the second session of the Forty-third Congress. The press-work was \$1,758, as charged.

Q. Your answer refers to printing for the House alone?—A. Yes, sir; that is what you asked for yesterday, as I understood it.

Q. Have you ascertained how many presses you hold for bills?—A. We never hold any presses.

Q. What sort of presses are bills printed on?—A. They are printed on Hoe cylinder presses.

Q. How many men are employed on composition, making up, &c., on bills and joint resolutions, those printed in English type, slugged?—A. The number of men engaged in composing, making up, correcting, and sending the bills to press, is determined each day by the number of bills that are to be printed; and they run all the way from ten to thirty men.

Q. What is their pay per day?—A. Their pay is fifty cents an hour, day and night, when they work.

Q. They are paid only when they work?—A. Only when they work. They are never kept waiting for bills, unless it is on the last night of a session of Congress, when the office has been previously notified.

Q. You transfer these men from one department to another, as their services may be required?—A. Yes, sir. We have what we call the bill force, which numbers about thirty men, and we call upon them as we need them. If there are few bills, we need only a few men. They either do not work at all, and are not paid, or else they work somewhere else and are paid.

Q. In a word, those compositors who are engaged upon bill-work are transferred when their services are not required upon that work, to any other work where they may be needed?—A. Yes. That is, when the bills are put in type, the regular bill-force is directed to distribute until all the bills-cases are again filled, and when that work is completed, if, in the mean time, no more bills have been received from either house of Congress, the men are then put upon the regular work of the office.

Q. In one of your previous examinations you were speaking of the readiness with which your books would show the actual cost of paper for each job. You said that a jacket was furnished, which called for the necessary amount, including the percentage for waste of paper; now, who fixes the cost of the paper?—A. You gentlemen who contract.

Q. Who fixes the cost of the paper, in the Congressional Printing-Office, that shall accompany the jacket upon its return to the book-keeper?—A. The book-keeper who first

enters the jacket. He keeps the paper-account, and has the contract-prices of all the paper in his possession. He indicates the character of the paper upon which the job is to be printed, and he refers to the contract-price of that paper and makes the entry.

Q. So that the entry made there will be the exact cost of the paper, including wastage?—A. Yes, sir; including wastage.

Q. There will be no approximate charge as to that?—A. No, sir; not as to the cost of the paper.

Q. Where does the binder get his paper?—A. His paper is purchased, delivered, accepted by him, counted into his warehouse, and he has a delivery-clerk there who delivers on his requisitions.

Q. Does the same rule apply to the charge for paper there as to the contract paper?—A. The cost of the paper, yes, sir. The invoice of the paper shows its cost per ream, and the charges are made in the same way.

Q. Paper used by the binder, therefore, for waste-leaves, or fly-leaves, where does that come from?—A. Waste-leaves, we call them. That comes from the printing-office, and is receipted for by the binder; that is, it comes from the printing-paper stock, and the binder is charged with that paper, keeping a perfect account.

Q. What sort of paper do you use in Government printing?—A. We use rag, calendered, and supercalendered white paper, and some colored paper.

Q. What weight papers do you use there?—A. We use 45, 50, 53, 60, and 70 pound papers.

Q. Have you any 42-pound paper, or do you use any?—A. Yes, sir; there is some 42-pound paper, of a different size; the class 1 is all 45-pound paper, 500 sheets to the ream. That is uncalendered. Class 2, calendered paper, 500 sheets to the ream. A portion of that is 53 pounds, a portion 52, a portion 44 pounds, a portion of 70 pounds, and a portion of it 60 pounds. Class 3 is sized and calendered printing-papers. That ranges from 42 to 50 pounds; 42, 45, 50, those are all the kinds of printing-papers that are used, except tinted papers.

Q. What sort of paper do you use to print the bills and resolutions of the House and Senate on?—A. That is a kind of paper that is peculiar, and I think it weighs 50 pounds. It is heavier than the other paper and not quite so large.

Q. It cuts thirty-two to the sheet?—A. No; I think it is the 42-pound paper we use on that. It is a smaller size and a little heavier. It is adapted to that use.

Q. This paper that I show you (a copy of a House bill) is what quality of paper?—A. That, I think, is supercalendered, 42-pound paper.

Q. What would be the cost of that paper?—A. Four dollars and seventy-eight cents and eighty one-hundredths.

Q. On page 18 of your last report, under the heading "All other printing," I find that you have printed bills and joint resolutions for the second session of the Forty-third Congress, 4,666 pages, 925 copies each, at a cost, for paper, of \$3,556 $\frac{2}{10}$. Will you please tell me, taking this as the basis, what that paper cost a ream?—A. I cannot tell you now. I can tell you just what it costs when I refer to my books. The contracts vary from year to year, and it may have been out of some old stock, or it might have been out of this year's stock. We charge according to the prices of the stock used. Where there is a variation in contracts, and the paper is left over, we charge, not at the new, but at the old contract-price, for that paper.

Q. What was your contract a year ago for that paper?—A. The year before the contract-price was \$6.04 $\frac{7}{10}$ a ream.

Q. Taking the price as reported in your twenty-second annual report, your other answers being correct, what was the cost of this paper per ream, according to your twenty-third report?—A. I cannot tell you until I get just the amount of paper that was used. I think you have made a mistake by counting it at 32 when it is only 16 pages to the sheet.

Q. I say, assuming that you are correct as to the cutting and the size of this paper, what is the cost of the paper according to this report?—A. I was mistaken with regard to the size of the paper and the peculiar kind. The price of the paper is \$6.39 $\frac{9}{10}$ per ream. There were 555 $\frac{1}{4}$ reams.

Q. In your examination heretofore you have said that you make no charge for composition in documents reprinted, provided the type is standing.—A. None, where the type is standing.

Q. I have here a report from the Secretary of War, giving a list of clerks and others employed in the respective Bureaus in the War Department, (Executive Document No. 176, Forty-third Congress, second session,) of which one hundred copies were printed for the War Department, and for which you charged \$91.21; is that correct?—A. I cannot tell you anything about that until I go to my books.

Q. I have a copy of this document from the document-room here, which evidently shows that it is a reprint. Here is the same sort of a document, (Executive Document 275, Forty-third Congress, first session,) letter of the Secretary of War, referring to the resolution of the House of April 13, 1874. I find that you printed fifty of these for the War Department, and charged \$17.15 for the fifty. Do you know whether that is a

reprint or not?—A. I don't know anything about it. I cannot tell you without referring to the books.

Q. I have here War Department numbers 67, 143, 159, the numbers referring to the sample of the work sent from the Department to me. One is the annual report of the Secretary of War, of the operations of his Department for the year ending June 30, 1874. Can you tell whether that is a reprint?—A. I cannot tell you whether it is a reprint or not, because I do not keep those books or accounts, and it is not possible for me to tell.

Q. Is it, or is it not, customary for the Secretary of War to order extra copies of his reports?—A. That I cannot say. If it was or was not, and he gave me no notice at the time the form was up, and time enough had elapsed to give him that opportunity, and he failed to order, and we needed the type, the type would go into the cases. We cannot keep type, neither have I done so.

Q. Is it not customary for the Secretary of War and for the other Secretaries to get copies of their reports printed in pamphlet form for distribution, or, in fact, for members of Congress?—A. That I cannot say. It is done sometimes, but whether it is customary I cannot say.

Q. Does the same answer apply to the report of the Board of Visitors?—A. I say that I prefer not to make any answer without the records of the office to guide me.

Q. I find these three pamphlets embraced in these two books, the report of the Secretary of War and the report of the Board of Visitors, the same style of type.—A. You want to ascertain whether we have charged for composition when there was no composition?

Q. I want to ascertain the basis of the charge to the War Department.—A. It looks to me as if it were based upon composition, and that it was based upon that, then they were reset.

Q. How often do you render accounts to the Treasury of your operations?—A. Twice a month.

Q. Your accounts there are vouchers for money which you want, or money that you have expended, as the case may be?—A. Yes, sir.

Q. They consist of how many kind of vouchers—labor and material?—A. Labor and material. The pay-roll is the labor voucher, and the others are vouchers for the material.

Q. To whom do you return bills for work done for the Clerk of the House?—A. It is charged to the Clerk.

Q. Does he have bills rendered to him for printing done there?—A. I presume not. We keep an account with him.

Q. What officers of the Senate and House have the right to order printing?—A. I think the Secretary of the Senate and the Clerk of the House give all orders outside of orders by Congress—all blank printing, envelopes, and everything of that kind.

Q. Bills are returned now to the Clerk?—A. I understand so.

Q. Suppose the Librarian wants something done.—A. He has an account for binding and printing.

Q. Do you furnish him bills for work done?—A. I cannot answer whether we do or not. Until within the last year or two we have never sent bills at all, but under this division of the appropriation we send bills to the Departments. I cannot answer whether we send bills to either house or not.

Q. Do the bills you return to Departments and to the officers of Congress show the gross amount of the charge for any specific piece of work, or do they divide the charge—showing the cost of binding and the cost of printing separated?—A. I don't think they are separated at all; they are returned in gross. The job is charged up, and the bill is sent, showing the amount. That is to enable them to keep accounts of their own, so that we shall not have to do the book-keeping.

Q. You charge against a piece of work a given price, so much for composition, which, you have stated, includes the cost of proof-reading, making up, &c.; so much for paper, and so much for press-work. This you call the approximate cost?—A. Yes, sir.

Q. Is this approximate cost intended and believed to be as near the actual cost as you can arrive?—A. Yes, sir; that is our intention.

Q. From your experience in the office during the past seven years, in your judgment, does that approximate cost fall above or below the actual cost?—A. In some instances it may be above and in some instances it may be below.

Q. What would be the average?—A. That I cannot tell you, because I have no means of knowing. If I could get at that, I could get at the actual cost.

Q. You believe, however, that it is as near the correct cost as possible?—A. I believe it is as near as we can get.

Q. Is the approximate cost the one charged against the appropriation?—A. The approximate cost is the one charged against the executive appropriations.

Q. Can or do any of the Executive Departments have any work done after their respective appropriations have been exhausted by the approximate cost of the work already done for them?—A. No, sir.

Q. To all intents and purposes, therefore, this approximate cost is the actual cost, so far as the ability to do more work is concerned?—A. Yes, sir.

Q. Suppose it happens that the work performed in your office during the year is charged for somewhat in excess of the actual cost, in what shape does the surplus appear?—A. If any money passed between the Departments and myself—

Q. I am not speaking as to money now.—A. You are speaking of a deficiency?

Q. Yes, sir.—A. It would appear on their account that they had not got, perhaps, fully what they were entitled to. There is no excess, because we do not allow them to exceed their appropriation. It was for that purpose that a division was made between Congress and the Departments.

Q. Then it recurs to the same thing, that the approximate cost is the one that you charge against the Departments?—A. It is the one that I charge against the Departments.

Q. Has there accrued an excess at any time during your administration, under the present law?—A. Not to my knowledge.

Q. Do your books in which the work done is charged against the legislative and executive departments exhibit statements of the condition of the appropriation as shown by the books of the Treasury?—A. They do not bear any relation to my accounts at the Treasury at all. My accounts at the Treasury are for purchases of material and for labor expended all over the establishment, from one end to the other; and they do not show what work has been done for the executive or for the legislative department. We work as we are required to work, to keep the printing of the Government, in all its branches, up to its necessities.

Q. You have no books, therefore, that show the balances of appropriations?—A. I have a book that shows how much each Department has drawn against the appropriation allotted to it. I have books that show just how my account stands with the general appropriation.

Q. On page 8 of your twenty-third annual report, made in pursuance of the law, I find that certain sums were appropriated, and certain printing and binding done for the Executive Departments during the year ending June 30, 1875. Is this statement made from the approximate charges upon your books?—A. Yes, sir.

Q. On page 21, of the same report, I find that a total of \$625,222.96 was expended for congressional work; is that correct?—A. Yes, sir.

Q. On page 23, I find a recapitulation of the amounts expended for the Departments, showing a total of \$928,101.54; is that correct?—A. I suppose so, unless there are errors in the computation.

Q. I find on page 2, of the same report, that you expended for the Congressional Record \$88,959.80; is that correct?—A. Yes, sir.

Q. I find that these sum-totals, including the salaries of yourself and your officers, make a total approximating to \$1,678,000, the sum-total expended for congressional printing, and for which you drew the money from the Treasury; is that correct?—A. I suppose it is, according to our accounts.

Q. This being so, are or are not your approximate prices correct?—A. As nearly correct as we can get them.

Q. Please prepare, and submit to-morrow, a statement showing the total appropriation by years, including all deficiency appropriations, if any there be, for the Government printing, from the beginning of the fiscal year ending June 30, 1868, to the close of the last fiscal year; and also all accounts of unexpended balances of the same appropriations, if any, covered into the Treasury during the same period.—A. Yes, sir; I will do so.

COMMITTEE ON PRINTING,
February 17, 1876.

A. M. CLAPP recalled.

By the CHAIRMAN:

Question. In your examination yesterday, I asked certain questions in regard to House Executive document 176. Are you prepared now to answer the questions?—Answer. Yes, sir.

Q. Please state whether the type was reset or not.—A. The type was reset for Executive document 176, the Secretary of War's report. The requisition is dated March 4, 1875. I want to say in this regard that I am assured by the foreman that he takes special pains to send to every Department to know whether they want any extra copies or not, and never distributes type until he is assured.

Q. Your charge is \$91.21. Is that the correct charge?—A. Yes, sir.

Q. I also inquired in regard to Executive document 275 of the Forty-first Congress, first session, 50 copies of which were printed for the War Department. Will you please state whether that was reset?—A. Yes, sir; it was reset for 50 copies.

Q. I ask you in regard to the annual report of the Secretary of War. Did that include composition again?—A. It includes the charge of \$330.

Q. How many copies were printed?—A. Two thousand.

Q. In regard to the question asked yesterday, relating to the 1,000 copies of the United States Military Academy report?—A. I think that did not go into the annual report.

Q. The type was consequently set?—A. The type was set on that order, but they did not include it in the report. It did not appear in the annual report.

Q. As to the report of the Secretary of War for 1875, of which 2,000 copies were printed; please explain that.—A. Composition for title-page and cover, \$1.90; press-work on text and cover, \$16; paper, \$31.48; the covering was \$20.

Q. I understood you to say that the cost of paper was shown in every job, not the amount of paper?—A. The cost, and the amount too, I think. I am not so clear about that, but the cost is set forth in the charge of every job.

Q. Is this so as well in your report as on the books of your office?—A. I suppose so.

Q. By reference to page 26 of your Twenty-second Annual Report, I find that you printed 52,736 copies of miscellaneous reports, furnished the District of Columbia investigating committee, making 3,402 pages. The cost of paper for the entire edition was \$373.33 only. On what basis did you calculate the cost of paper in this instance?—A. On the basis of 500 copies for most of them, I judge from the book, which shows an error in the aggregate number of copies set forth there of over 52,000.

Q. An aggregate error of over 52,000?—A. O, yes; 52,000. Of most of the pages but 500 copies each were printed, bringing the paper down to 100 reams, at \$333.69.

Q. Your report, therefore, is in error in stating that there were 52,736 copies?—A. There were only 500 copies. There has been an error in aggregating them.

By Mr. BALLOU:

Q. It merely makes an error in the showing?—A. Yes, sir.

Q. But the summing up is so that the paper you really did use is the paper set forth?—A. Yes.

By the CHAIRMAN:

Q. The error is in the computation of the number of copies?—A. Yes.

Q. Instead of 52,726, there were 500?—A. About 500.

Adjourned.

COMMITTEE ON PRINTING,
February 19, 1876.

THEODORE L. DE VINNE sworn and examined.

By the CHAIRMAN:

Question. Are you a practical printer?—Answer. I am.

Q. How many years have you been engaged in the printing business?—A. About thirty years.

Q. What was your early education in the business and since?—A. I began to learn the trade in a country printing-office. I went from there to New York, and worked in job, book, and newspaper offices. I afterward became foreman for Francis Hart, and am now junior partner in that firm.

Q. You are at present engaged in the printing business?—A. I am.

Q. What is your connection with the firm?—A. I act as general manager of the indoor business. The firm consists of Francis Hart and myself.

Q. How many presses have you in your establishment, and what number of hands do you employ?—A. Thirty presses, big and little. The number of hands varies from 60 to 120.

Q. What kind of work does your establishment do principally?—A. We do miscellaneous printing. The larger part of our printing is pamphlet work, magazine work, and wood-cut work. We also do a great deal of job-work.

Q. Have you made job-work a specialty, with a view to arriving at the cost of labor and material in all sorts and kinds of job-work?—A. I have.

Q. Are you the author of the "Printer's Price-List—a Manual for the Use of Clerks and Book-keepers in Job-printing Offices?"—A. I am.

Q. Upon what does that book treat, and is it accepted as an authority?—A. It treats of the cost and price of job-printing, book and pamphlet printing. It has sold very fairly in the trade, and, I believe, is regarded as an authority.

Q. Has the sale of the book been confined to this country?—A. No; I have sold many in Canada, and some have gone to Europe; though I suppose they have gone there more as a matter of curiosity than as books of reference or authority.

Q. What hours are required of, and what wages are paid to, printers in book and job offices in New York?—A. Men employed on time, twenty dollars a week, per day

of ten hours; men employed by the piece are paid an average of fifty cents a thousand ems.

Q. What hours are required of, and what wages are paid to, printers in the Congressional Printing-Office in this city?—A. I am informed and believe that they are paid \$24 a week for a day of eight hours, and sixty cents a thousand when they work by the piece.

Q. How much higher, then, are wages in this city than in New York?—A. Fifty per cent.

Q. In the book-offices of New York, and in the job-offices that do book and pamphlet work, how are men employed—by the week or by the thousand ems?—A. By the thousand ems, excepting the very few men who are employed as makers-up, readers, and foremen. Nine-tenths of the men employed work by the piece.

Q. Do I understand that, with but few immaterial exceptions, all the book and pamphlet work of New York City is done by the piece?—A. Yes, sir, it is.

Q. Why is book and pamphlet work not paid for on time?—A. It is the general experience of the trade that the cheapest way of getting book-work done is to have it done by the piece.

Q. Is this method of having work done by the piece confined to New York?—A. It is not. It is the usage all over the world, as far as I know.

Q. If you were informed that the greater part of the compositors in the Congressional Printing-Office were paid by the week, how would you explain this departure from established usages?—A. On the hypothesis that the work was what printers call very fat work; that it was matter which had a fictitious price attached to it.

Q. Explain the difference between single-price, price-and-a-half, and double-price matter.—A. [Producing Congressional Directory, marked "O."] Matter like that [indicating page 17] is considered single-price matter. Plain descriptive matter of all kinds, in one column, reading across the page, (which constitutes nineteen-twentieths of all books and newspapers,) is single-price matter. When matter is made in three columns reading across the page, and dependent upon each other for their construction, that is price-and-a-half matter, as on page 128. When matter makes four or more columns, either with or without rules, that is rated as double-price matter, as on page 141.

Q. Are these distinctions founded in reason and justice?—A. They are not.

Q. Will you explain briefly why not?—A. A great deal of the double-price matter does not require as much labor from a compositor as single-price matter. As, for instance, in this pamphlet which I hold in my hand, [marked "X."] It is not always so; there is some double-price matter which is fairly worth double price. But the rule defining price-and-a-half and double-price matter is very loose, and is made to cover a great deal of matter which should not really carry any extra price.

Q. Does double-price matter require of the compositor twice as much time as the single-price?—A. As a rule, no.

By Mr. BALLOU :

Q. Does not Congress have a very large amount of double-price matter which is fat, and is it not better to do that by the week or on time than by the piece?—A. Congress does have a great deal of fat matter; and it is more judicious for an employer to have this fat matter done by time than by the piece; and it is the usage, too, in all printing-offices to have this kind of work done in this way.

By the CHAIRMAN :

Q. Examine pamphlet marked "X," [dead-letter-office sale, 1875;] how do you classify this matter?—A. Double-price matter.

Q. At double price, or \$1.20 per thousand ems, what would be the value of this page, 33?—A. Measuring it as three thousand ems, its value to the compositor would be \$3.60.

Q. How many pages would an ordinary compositor set of this matter in eight hours, it being supposed that he distributes, and corrects the work done?—A. About three pages.

Q. Examine pamphlet marked "O," Congressional Directory; how do you classify this matter?—A. The larger portion of it is single-price matter.

Q. At single price, or sixty cents per thousand, what would be the value of this page, 46, of that book?—A. It would be \$1.80.

Q. How many pages would an ordinary or average compositor set of this matter, it being supposed that he distributes the type and corrects his errors, all in eight hours?—A. He would set somewhat less than two pages in a day of eight hours.

Q. If I understand you rightly the same compositor working on the pamphlet marked "O," Congressional Directory, would barely earn but \$3.60 per day, while he would earn on the pamphlet marked "X" \$10.80 per day?—A. That is correct.

Q. Is the classification of single and double price matter observed by the master printers throughout the country, or, in other words, is the classification accepted by customers and master printers as well as by journeymen?—A. It is not.

Q. If the printing of pamphlet marked "X" were offered to master printers in New York, would they classify the matter as double price?—A. They would not in dealing with a customer.

Q. If they regarded it as very fat matter, would they pay for it by the piece or on time?—A. They would have it done on time.

Q. If the average New York compositor did this work on time, what would be his daily performance and his earnings?—A. His performance would be one-fifth more; his earnings \$3.33.

Q. He would set, therefore, about three and three-fourths pages a day of ten hours, for which he would be paid \$3.33?—A. Yes, sir; he would be paid \$3.33, and he would do a fifth more than the same man would do here at eight hours.

Q. What should be, on your estimate of performance, the actual cost per page of the compositor's labor on pamphlet marked "X," to the Congressional Printer?—A. If he set three pages a day, and the man were paid \$4 a day, it would be \$1.33. Allow me to qualify that. That is the cost of the composition only. The cost does not stop there. My estimate makes no allowance for proof-reading, making up, nor superintendence.

Q. What should be the cost of the compositor's labor on the work per page to the New York master printer?—A. If he did it on time, by the same method, it would cost him ninety-three cents, with the same limitations in the one case as in the other. This estimate does not include making up, proof-reading, nor superintendence.

Q. Including simple composition, correction of errors, and distribution of type?—A. Yes, sir.

Q. If I understood you rightly, the composition of this pamphlet would be about one-third less in New York than in this city?—A. Yes, sir.

Q. Could it be done at similar prices in Baltimore or Philadelphia?—A. It could.

Q. Make an estimate of the pamphlet marked "X" as you believe it would be made by the printers of New York, Baltimore, or Philadelphia, if they had workmen by the piece, for one thousand copies.—A. The paper for a thousand copies, four and one-third reams, at \$3.50 a ream, \$36.23; composition of sixty-six pages, at \$2.70, \$178.20; press-work of five forms, \$5 a form, \$25; binding of a thousand copies, \$6; sum-total, \$246.03.

Q. Is this the lowest price, or nearly the lowest price, for which this work could be done?—A. It is not; this is the price which would be charged by the better class of printers, being charged at what are known as established rates. There are printers in the city who would do it for a much smaller sum.

Q. If one thousand copies of this pamphlet were estimated for at the price of \$645, how would you explain the discrepancy between \$250 and \$645?—A. One explanation, and the first that would come to my mind, would be that it was rated as double-price matter, and that there may have been a great many charges for alterations or corrections.

Q. What is the performance of the compositor working by the day as compared with one working by the piece?—A. The man who works by the day does not do as much work as the man who works by the piece.

Q. Do you know any office in the country, excepting the Government Printing-Office, in which book and pamphlet compositors are paid by the day?—A. I do not.

Q. Do you know whether the experiment was ever fairly tried?—A. It was tried in the office of Weed, Parsons & Co., legislative printers at Albany, N. Y., and abandoned because they did not get work enough out of the men.

Q. Was the experiment ever tried by Harper & Brothers, or D. Appleton & Co., or the University or Riverside Press?—A. Never, to my knowledge.

Q. If not, why?—A. Well, it would be regarded by them, as by all printers, as entirely impracticable and suicidal.

Q. Why, then, is an irregular and exceptional method of doing composition found, or claimed to be, of advantage in this city?—A. Simply on account of the factitious or fictitious method which journeymen have adopted in making classifications and rates. The advantage is only apparent; it is not real.

Q. What are the average earnings of book-compositors in New York, when in employ?—A. They will earn \$12 to \$15 a week. I may state that the high price of labor has driven nearly all of what we call the fat work out of the city. The effect of high prices is to send it where it can be done cheapest, and the only book-work now done in New York is of such a nature that a man can hardly earn a living at it. They earn \$12 to \$15 by the piece, getting fifty cents a thousand ems.

Q. Are the earnings of men on time higher than those by the thousand ems?—A. As a rule, they are always higher.

Q. How many thousand ems of plain solid matter will an average compositor put up in eight hours?—A. 4,800 ems in a day of eight hours.

Q. How many in ten hours?—A. 6,000 ems.

Q. In private printing establishments, where printers are employed both by the piece and by the day, is it customary to give fat, tabular matter to the piece-hands?—A. It is not.

Q. Where a day-hand puts up a piece of matter which, if measured at piece-rates, would cost three or four times the wages of the compositor, is it the practice in private establishments to charge against the customer by the measurement of the matter, or is the charge made for the time consumed?—A. Always for the time consumed.

Q. Should blanks, of which great numbers are printed, frequently from stereotyped plates, and the plates kept over, be charged by the thousand ems for composition, or by the time consumed?—A. The only charge that could be made would be for a very trivial expenditure in putting plates in chase, and getting them ready for the press. There should be no charge for composition.

Q. Why do not employers who keep men on solid or lean matter by the thousand ems pay them by the thousand ems for the fat matter?—A. Competition will not allow them to do it.

Q. Do buyers of printed matter recognize the justice of classifications made by the working printers?—A. They do not.

Q. Are they willing to, or do they, pay for job-work such prices as would be charged by the classification made?—A. They are not willing to pay these rates, and they do not.

Q. What is the state of the book and job printing business in New York, Boston, and the northern cities generally?—A. The business is very much depressed in all of these cities.

Q. If business is dull and journeymen idle, are any attempts being made to reduce wages?—A. In New York there are.

Q. What rate of profit do master printers get, or expect to get, from composition at their own established rates?—A. Not more than ten per cent. profit. That is the intended profit, but they do not get it.

Q. What is the average price charged by New York book-printers for the press-work of sixteen pages of ordinary book-work on double-medium paper?—A. It will vary with the editions, from fifty to seventy-five cents a token.

Q. What is the presumed or intended profit?—A. On press-work, twenty per cent.

Q. About what proportion of the receipts or earnings is paid for labor?—A. In press-work, from one-third to one-half of the receipts is paid for labor.

Q. About what proportion is paid for rollers, steam-power, ink, oil, dry-pressing, and materials and expenses of like nature, which are necessarily consumed or used up in the production of printed matter; it being understood that in this calculation the expenses of rent, taxes, insurance, and allowance for depreciation of presses is not to be considered?—A. I should not put it at less than one-fourth of the entire receipts.

By Mr. BALLOU :

Q. That is an approximation. It is not a thing that you can figure up with the same definiteness that you can composition or press-work; would it not vary very much, depending on the size of the office?—A. Very much, indeed; but my figures are based on a very extended series of observations, and records kept in our own office as well as from protracted conferences with other printers in regard to it—printers who had large as well as those who had small offices. Of course, I understand that in a small office, having very little employment, the expenses would be very different from a large office in which men and presses were kept in constant employment, but my statement is intended to express that general average which every printer has got to formulate, in some way, in his own mind before he can make prices.

By the CHAIRMAN :

Q. At the higher estimates of one-half and one-fourth, making three-fourths of the earnings, the apparent profit would be then one-fourth, or 25 per cent., of the price?—A. Yes, sir; there are offices in New York and elsewhere which are so managed that some of those expenses are a great deal less, and there are other offices in which the expenses are a great deal more; but I think I have fairly stated the average.

Q. If this view is correct, the cost of the press-work charged at fifty cents should be about thirty-seven and a half cents?—A. Yes, sir.

Q. What is the average performance of an Adams press on plain or ordinary book-work?—A. Twenty tokens a day is considered a fair performance, a day of ten hours.

Q. How many forms, of sixteen pages each, editions of nineteen hundred copies, would be or could be done on an Adams press in eight hours?—A. Well, a very able man would do two such forms; but most pressmen, I think, would require ten hours.

Q. How much time is required by a skillful pressman to make ready, on a drum-cylinder press, a form of sixteen solid octavo pages in ordinary work?—A. On ordinary work it would take about two and a half hours.

Q. How much time would be required to make ready a similar form in plates?—A. It would take at least one-third longer.

Q. How much time would be required if the form were put on an Adams press in type or in plates?—A. There would be the same difference as between the type and plates on one press as on the other; but on an Adams press a form of book-work is made ready quicker than on the cylinder.

Q. Should it require as much time to make ready the second form of the same character on the same press as was required for the first form?—A. It should not.

Q. What is regarded as an average day's production of an Adams press, a Hoe press, a Gordon press, an Allen press?—A. Before giving figures, I would like to state the limitations. If any press is employed on what we call a long order, on which it can be run day after day, it can do a great deal. If you have to make ready one form every day the performance will be less. If you have to make ready two or three forms a day, the production would keep diminishing. The time occupied in making ready a form is usually great, and, in a question which does not specify the number of forms and the quality of the work, it is difficult to give an answer. I have in the Printer's Price-List put down what I conceive to be the average production of some of these presses, and, with your permission, I would like to refer to this book. The Adams press is not stated in the book, for the Adams is not a job-press. On one form, I should say twenty tokens a day, of ten hours; on a Hoe double-medium cylinder, about the same; on a small machine Gordon press, about six thousand impressions. I do not know much about the Allen press. It is a press which is claimed to do three thousand an hour. We have a similar press, for which a similar claim is made, but it does not do three thousand an hour. Nineteen hundred impressions would be rated as eight tokens. He would be a fair pressman who did two forms, of eight tokens each, in one day on an Adams press. If he could do twenty tokens on one form, he could do no more than sixteen on two forms. The token is 250 impressions.

Q. If you can do on a single form five thousand in one day, how long would it take to do the same number with five forms?—A. It would take about—perhaps a little less than—two days.

Q. Do you know of any large corporations that have tried the experiment of doing their own printing?—A. The Erie Railway tried it, and abandoned it, and sold out at a loss.

Q. Why did they abandon it?—A. They found that work done there was done more expensively than they could get it done outside.

Q. How do the New York Central Railroad Company, the Pennsylvania Railroad Company, and the Western Union Telegraph Company get their printing done?—A. By contract; and, I may add, that they get it done at rates so ridiculously low that few printers compete for it. I do not approve of nor defend the practice of competitive contract-work, for I consider it is an injury, not only to the printing trade, but also to the corporations who get it done. Nevertheless, corporations find that it is an immediate benefit to have their work done by contract.

Q. What effect has the Congressional Printing-Office on the printing and binding trade of the country?—A. It has a demoralizing effect.

Q. Do I understand that you disapprove of the Congressional Printing-Office?—A. Not at all, sir. I consider that a very large proportion of the work done in the Congressional Printing-Office ought to be done in just such an office; that it can be done to better advantage there than it could be done anywhere else, although it might cost a little more than if it were done by contract. Congress can get its work done there quicker and more satisfactorily.

By Mr. BALLOU:

Q. Do you not think they will do it generally better where they have it all in one office than they would get it done by contract?—A. I do not. I think the Congressional Printing-Office undertakes to do rather too much work. I so judge from our own experience as printers. We find that we can do certain classes of work to good advantage, and make profit on it, but if we attempt to diversify our business, to do electrotyping, or ink-making, or book-binding, or embossing, or some special kinds of printing for which some other printers have superior facilities, we have to do it at a loss. The tendency of the trade now is to split up printing into a great many branches. For instance, we used to do, fifteen years ago, a great deal of railroad-ticket printing. Within the last ten years machines have been invented, for which two or three persons have patents, and these patentees do it so cheaply that nobody can compete with them. The same observation will apply to certain other lines of printing. We cannot afford to do them as cheaply as others do, and so we give them up.

By the CHAIRMAN:

Q. Hence, in your opinion, it would be found judicious to make a division of the printing for the Government?—A. I think so.

Q. In your opinion, the collection under one roof of the printing of all the branches of the Government, of all the kinds required for the Government, and the binding, does not tend to produce cheap printing?—A. I do not think it does.

Q. What is the quality of the workmanship done by the Government Printing-Office?—A. It is good, so far as the workmanship is concerned. The paper used by the Congressional Printer is below a mediocre standard—quite below the mark.

Q. In the estimate you have made at the request of the committee, and upon some

of which you have not yet been examined, did you allow for composition?—A. Yes, sir; I allowed for composition except in one or two instances which I have specified.

Q. Is it the usual practice to reset blanks which are ordered frequently and used in great numbers, or to print from plates?—A. To print from plates is the practice.

Q. Do not job printers frequently stereotype jobs at their own cost, on speculation?—A. Very frequently, on long orders.

By Mr. SINGLETON:

Q. You have examined a good deal of the printing done in the Government Printing-Office?—A. I have, sir.

Q. From the examination which you have given the printing done by the Government Printing-Office for the various Departments, and the comparison of the total cost of such printing with the cost of like printing done by other offices in New York, Baltimore, and Philadelphia, are you prepared to say whether the printing done in the Congressional Printing-Office costs more than printing of like character done elsewhere?—A. It does cost more.

Q. Please state about the per cent. of additional cost.—A. I have never formulated it in my mind, but I can make this answer, that the returns, as I have examined them, show very clearly that labor costs one-half more here than it does in northern cities. It is shown in the charges, or, in other words, the cost is about one-half greater.

By Mr. BALLOU:

Q. That is, that it costs us \$1.50 where it would cost others \$1?—A. Yes, sir. I may add that the prices are variable. There are some things done here cheaper than we could afford to do them; others again that are very much higher—more than one-half higher.

By Mr. SINGLETON:

Q. So that it makes the estimate about one-half?—A. Well, that is rather a vague estimate. I would rather have the answer made up from the estimates which I have given.

Q. Upon an examination of the facilities for printing connected with the Government establishment as you find them at present, is there any good reason why the Government printing should cost 50 per cent. more than printing of the same sort elsewhere?—A. There is no reason but the high price of labor.

By Mr. BALLOU:

Q. In your judgment, from your knowledge of printers' associations and combinations, is there any reason why the Government should pay more than is paid elsewhere? Is there any combination which compels these prices?—A. There is a combination compelling high prices.

Q. Something that we cannot control?—A. That remains to be seen.

Mr. SINGLETON. We can control it, I think.

The WITNESS. They think not.

By Mr. BALLOU:

Q. If the Government Printing-Office were in the hands of private parties, would not the same combination influence them?—A. It would make itself felt anywhere.

By Mr. SINGLETON:

Q. Has it not been through the instrumentality of these Government printing prices that these prices have been increased and these combinations, to some extent, formed?—A. The Printers' Union of this city has always been looked upon as the most influential one in the country. Other unions pattern by this, so far as they can.

By the CHAIRMAN:

Q. Are not a majority of the printers composing the Printers' Union of this town employed in the Government Printing-Office?—A. That I cannot say with positiveness. My impression is that no man is allowed to work there unless he does belong to the union, but I do not know it as a fact.

Q. Did this Printers' Union in Washington City control the prices of labor outside of Washington anterior to the establishment of this Government Printing-Office, or did they simply stand upon a footing with other printers?—A. Union printers always had a large control in this city, and their example has been pernicious to the trade in other cities.

Q. If the prices of printing should be lowered in the Government establishment; for instance, if it should be brought down to fifty cents per thousand ems, are there not printers enough in this country that would be willing to take the work upon those terms?—A. There are a great number of unemployed printers, but the domination of the union over them is very great—much greater than you gentlemen suppose.

By Mr. BALLOU:

Q. Can you tell why this Printers' Union require that the prices in the Government

Office should be higher than they require the prices in the cities of New York, Boston, Philadelphia, &c.?—A. I have heard it alleged that the expenses of living here were a great deal higher; that is all.

By the CHAIRMAN:

Q. That being the case, can you account for the Government paying sixty cents per thousand ems, while equally as skillful labor is employed in the city of Washington, in outside or private establishments, at fifty cents a thousand?—A. No, I do not see why the rule which applies to one should not apply to the other.

Q. From the examination that you have made of the work done by the Government Printing-Office, and prices charged, as returned by the various Departments, is the work costing the Government more than it could be done for by private responsible parties in New York, Philadelphia, and Baltimore?—A. It is.

Q. Have you made within the past four days an examination into the reports of various Departments of printing done for them by the Government Printing-Office during the past two years?—A. I have.

Q. Did you examine this specimen, Monthly Report of the Department of Agriculture for July, 1874?—A. I did.

Q. It appears from the report made to this committee by the Commissioner of Agriculture that twenty-five thousand copies of this report were printed, at a cost of \$1,370.48. Please state what that work could be produced for in responsible book-printing establishments, in equally good style and on as good paper.—A. \$859.26 is my estimate. That includes everything. It provides for paper at cost.

Q. In making this calculation which produces \$859.26, what have you counted?—A. I have counted paper, composition, press-work, folding, stitching, and so on.

Q. Have you calculated in that the cost of superintendence? Have you calculated all the expenses and left a margin for profit?—A. We would expect to derive a profit from doing it at those rates.

Q. Does the same answer that you make to this apply to all the calculations you have made?—A. All of them, unless specifically excepted.

Q. Did you examine the paper you have in your hand, denominated in the bill of the Commissioner of Agriculture "official slip," and for which the Congressional Printer charges \$35.17 for printing 50,000?—A. I have examined it.

Q. What would you print 50,000 of them for?—A. \$32.94. If the forms were electrotyped, they could be furnished at a lower price.

Q. Have you examined and estimated upon blanks for tabulation reported by the Commissioner of Agriculture, for which the Congressional Printer charged \$34.68 for furnishing 500?—A. I have examined it.

Q. What would you furnish 500 upon equally as good paper for?—A. \$17.01 is what my figures come to.

Q. Have you estimated for printing postal cards?—A. I have.

Q. From the report of the Commissioner of Agriculture, it appears that he received 6,000 postal cards from the Congressional Printer, for which \$20.40 were charged. What would you charge for the same work?—A. \$7.50.

Q. In the report of the Commissioner of Agriculture, I find that he had printed 1,800 seed-labels at one time, at a cost of \$6. What would you print the same label for?—A. My estimate is \$3.05.

Q. I find by reference to the report of the Commissioner of Agriculture, that at various times he had 27,500 seed-labels printed, at a cost of \$26.74. Please state what you would print the same amount for.—A. \$16.75.

The CHAIRMAN. Gentlemen of the committee: In looking over the report of the Commissioner of Agriculture, I found that he had a large number of seed-pockets printed. Upon personal inquiry at the Department of Agriculture, I found that during the past year the Commissioner had printed at the Government Printing-Office 921,900 pockets. I find that these pockets are furnished unprinted, ready for printing, by Mr. Samuel Tobey, of Philadelphia, under contract with the Department. I further find, by reference to the report of the Commissioner of Agriculture, that the Congressional Printer charged upon an average during the entire year a considerable sum in excess of one dollar a thousand for printing these pockets. I requested Mr. De Vinne to make an estimate of the rate per thousand at which he would print these pockets, knowing that this large number were to be ordered in one year, and I propose to ask him in relation to that.

Q. Please state to the committee at what rate you would print such pockets for, knowing that 900,000 were to be ordered in one year, of various forms?—A. We would agree to do them at seventy-five cents a thousand.

Q. In doing them at seventy-five cents a thousand, would you make a profit on them?—A. We should expect to, sir.

Q. Could this work be done cheaper than seventy-five cents a thousand?—A. It could, although we would not do it. It is one of those branches of printing which has been made almost a specialty, requiring a special kind of machinery and supervision,

which enables the owner of such machinery to get it out very cheaply. An envelope-maker would undoubtedly undertake to put the printing on those for fifty cents a thousand.

By Mr. BALLOU :

Q. It costs us over a dollar. You would account for that difference by our extra pay by the week?—A. That would explain a great deal of it.

By Mr. SINGLETON :

Q. Suppose you had an office with all the facilities that money can furnish, and a salary for supervising the work, what could you do it for?—A. I would not dare to make any accurately-exact answer to that question, because of the differences here in the prices of labor.

Q. Suppose you paid the same prices that are paid here, and you had everything furnished to your hand, and you did not work for a profit, but to do it as cheaply as you could for the Government, what could you do it for?—A. I dare not make that estimate, because I should be meddling with factors that I don't thoroughly understand. You can get at that inferentially from my previous testimony.

By the CHAIRMAN :

Q. Have you examined in the report of the Department of Justice, this paper, sample No. 1, in the report of the Solicitor of the Treasury?—A. I have examined that.

Q. It appears from the report that 200 of these were printed, at \$17.78. How much would you charge for the same number?—A. Our price would be \$5.50.

Q. Could it be done at other places for the same price?—A. Yes, sir. I am giving now established rates.

Q. Have you examined the impost sheet in the report of the Treasury Department?—A. I have.

Q. It appears that 5,000 of those were printed, for which the Congressional Printer charged \$54.61. What would you do this same work for?—A. \$106.75.

Q. In this computation of yours did you include paper?—A. I did.

Q. Have you examined form "R," in the Treasury report?—A. I have.

Q. It appears from the report of the Secretary of the Treasury that he had 1,000 of form "R" printed, for which the Congressional Printer charged \$14.10. What would you print the same number for?—A. \$3.25.

Q. Have you examined "Weigher's Dock-book," in the Treasury report?—A. I have examined it.

Q. It appears from that report that 5,000 of these were printed at \$187.50. What would you furnish the same number for?—A. \$116.48 is my estimate.

Q. Have you examined General Orders No. 8, 1874, from the War Department?—A. I have.

Q. It appears from the report of the Adjutant-General that 5,500 of these were printed at a cost of \$26.93. What would you furnish the same number for?—A. \$16.25.

Q. Have you examined General Orders No. 15, 1875?—A. I have.

Q. It appears from the report of the Adjutant-General that 5,500 copies of these were printed at a cost of \$26.28. Please state what you would print 5,500 for?—A. \$16.25.

Q. Have you examined "No. 159" in the report of the Secretary of War?—A. I have.

Q. It appears from the report that 2,000 of these were printed at a cost of \$69.28. What would you furnish the same number for?—A. My price would be higher, \$76.54.

Q. Does your estimate include composition?—A. No; it does not include composition. It was left out by request.

Q. Have you examined this pamphlet, Executive Document No. 176?—A. I have.

Q. It appears from the report of the War Department that 100 copies of these were printed at \$91.20. Excluding composition, what would you furnish 100 for?—A. \$8.25.

Q. Including composition, what would you furnish them for?—A. \$146.89.

Q. Have you examined this document from the War Department? [Report of official postage-stamps.]—A. I have.

Q. I find by reference to the report that 250 of those blanks were printed at a cost of \$6.89. What would you furnish the same number for?—A. \$6.60.

Q. Have you examined this blank from the War Department—blank vouchers for printing?—A. I have.

Q. I find by reference to the report that 3,000 were printed at a cost of \$29.04. What would you furnish the same number for?—A. \$22.21. If the form were electrotyped or kept standing, the price for the second order of 3,000 would be \$16.21.

Q. Did you examine this form from the War Department—blank requisitions?—A. I have examined it.

Q. I find that 2,000 of those were printed upon two orders, at a cost of \$10.89. What would you furnish the same number for?—A. If the type had to be set up, for \$13; if done from electrotype plates, \$9.

Q. Have you examined this paper, designated a blank card for cataloguing?—A. I have examined it.

Q. From the report of the Surgeon-General's Office, for the year ending December 31, 1875, I find that upon five orders, 220,000 of these blank cards were ordered at a total cost of \$930. State what you will furnish the same number upon the same quality of paper, ruled in the same way, for?—A. My estimate foots up \$431.49. We would do them on five orders at that price.

Q. Did you examine these blank "brief" cards?—A. Yes, sir.

Q. Five hundred cost \$4.85. What would you furnish the same number for?—A. Four dollars.

Q. Did you examine this blank statement of hospital funds, Surgeon-General's Office? I find that 37,000 upon five orders were printed at a cost of \$315.90. What would you print the same number for?—A. Our estimate for doing it on five orders would be \$358.88. That includes composition.

Q. Have you examined these blank commissary returns?—A. I have.

Q. I find that 6,073 were printed on three orders at a cost of \$103.51. What would you print the same number for?—A. \$111.33. That includes composition; but it is not a large charge—\$6.

Q. Have you examined these blank orders for supplies from the War Department?—A. I have.

Q. It appears that 22,000 of those were printed at a cost of \$95.45. What would you furnish the same amount for?—A. Our estimate would be \$55.50.

Q. Have you examined this blank notification of errors in returns from the Ordnance Office?—A. I have.

Q. I find that 5,000 of those were printed at a cost of \$23.57. What would you furnish 5,000 of them for?—A. \$23.00.

Q. Have you examined this form for copying field-notes in the Secretary of War's report, Engineer's Department?—A. I have examined it.

Q. I find that 600 were printed at a cost of \$6.12. What would you furnish the same number for?—A. \$4.75.

Q. Have you examined these books—original record of meteorological observations?—A. I have.

Q. By reference to the report of the War Department, Signal Office, I find that 2,500 were printed upon three orders at a total cost of \$618.65. What would you furnish the same number for, upon three orders?—A. \$323.40.

Q. Does your computation include all work connected with them?—A. It includes all work connected with them.

Q. Have you examined these tablets or memorandum blocks?—A. I have.

Q. I find that 200 of them, three forms, were made at a cost of \$75.63. What would you furnish the same number for?—A. \$57.50.

Q. Did you examine this blank from the First Assistant Postmaster-General's Office, "letter assigning post-office to its proper class"?—A. I did.

Q. I find by reference to the report that 3,700 of these blanks were printed at a cost of \$7.94. What would you furnish the same blanks for?—A. \$14.02.

Q. This paper that I hand you has upon it a recapitulation of the work that you have examined and testified to here this morning. You will observe that the work as reported by the Congressional Printer cost \$4,365.50; that the same work done by yourself, or other competent parties, would cost \$2,639.65, leaving a difference of \$1,603. Will you please state what per cent., taking this as the basis of the calculation, the Government printing costs in excess of what the same could be done for by yourself or other private parties?—A. About 61 per cent.

Q. Are you acquainted with the prices for binding and the various kinds of blank-books?—A. Yes, sir, to some extent.

Q. Do you furnish blank-books upon orders?—A. We do.

Q. Have you examined this book, reported as No. 1 in the report of the Secretary of the Treasury?—A. I have.

Q. It appears from this report that 10 copies of this book No. 1 cost \$92.64. For what can you furnish the same book, equally as good paper and binding, 10 copies?—A. My estimate foots up \$59.90.

Q. In making your estimate have you left a margin for profit?—A. I have.

Q. In making your estimate you have left a margin for profit to the manufacturer?—A. Yes, sir; but no retailer's profit.

Q. Have you examined sample No. 2, from the Treasury Department?—A. I have, sir.

Q. Twenty-five copies of this book were furnished, as appears by the report of the Secretary of the Treasury, at a cost of \$269.38. What would you furnish the same book for, 25 copies?—A. \$140.

Q. Have you examined this book, No. 3, from the same Department?—A. I have.

Q. Two thousand of these were furnished, 18 pages each, at a cost of \$60. What would you furnish the same number of copies of the same book for?—A. This is a class of work which we cannot afford to manufacture, but we could buy from a whole-

sale dealer in New York a book of 20 pages, just about the same thing, and sell it for \$31.

Q. Have you examined No. 4, from the same Department?—A. I have.

Q. I find in the report of the Secretary of the Treasury that 500 copies of these were furnished at a cost of \$205. What will you furnish 500 copies of the same work for?—A. \$130.

Q. Have you examined No. 6, from the same Department?—A. I have.

Q. I see that 50 copies of that were furnished at a cost of \$280.15. What will you furnish 50 copies of the same book for?—A. \$62.02.

Q. Have you examined No. 7, from the same Department?—A. I have.

Q. I find that 25 copies of these were furnished at a total cost of \$70. Please state what you will furnish 25 copies of the same for?—A. \$34.25.

Q. Have you examined No. 8, from the same Department?—A. I have.

Q. I find that 50 copies of these were furnished at \$402.50. State what you will furnish 50 copies of the same book for?—A. \$226.

Q. Have you examined No. 9, from the same Department?—A. I have.

Q. Twenty-five of those were furnished at a cost of \$402.53. What will you furnish the same number of books for?—A. \$138.85.

Q. Have you examined No. 13, from the same Department?—A. I have.

Q. I find that twenty-five copies were furnished at a cost of \$42.50. What will you furnish the same for?—A. \$15.

Q. The paper I hand you contains a recapitulation of the books that you have just been examined upon, with the cost as furnished by the Government Office, and the cost at which you will furnish them. Will you please state what the totals are?—A. \$1,824.70 was the charge of the Congressional Printer for those books, and the estimate that I have given you is \$837.02.

Q. State what percentage of overcharge that is?—A. It is about 118 per cent. Some of these books, especially the finer books, we should manufacture. The prices of the cheaper books are largely made up from the price-lists of men who make and sell blank-books to the trade.

Q. Are they first-class houses?—A. Yes, sir.

Q. In regard to all the blank-books that you have been examined upon, have you allowed in your estimate for a profit to the manufacturer?—A. I have.

Q. Have you examined this blank from the Post-Office Department, Monthly Register of arrivals and departures?—A. I have.

Q. I find that in less than two years 900,000 copies of that blank were printed, costing \$1,593.54. Please state what you would furnish 900,000 copies of that as ordered there for.—A. If stereotyped plates were furnished, at \$1 a thousand.

Q. If the Government Printing-Office were conducted upon the same principles that govern the conduct and management of a private establishment, ought not work to be done cheaper there than in a private establishment?—A. I think it could be done cheaper; that is, provided it did not attempt a great variety of work.

By Mr. BALLOU:

Q. Do you not think that the Government can control the price of labor as well as individuals could control it?—A. I do.

Q. Then the only thing required in order to have it done cheaper in the Government Printing-Office than it can be done by private parties is to have the office well managed?—A. It needs some discretion in the selection of work, as well as economical management.

By Mr. SINGLETON:

Q. As a practical printer and manager of a printing-office, is it or not your opinion that any man other than a practical printer is competent to manage the Government Printing-Office?—A. I think a man must be a practical printer to manage it. I don't think anybody else could.

By Mr. BALLOU:

Q. On the supposition that this office is well and honestly managed, can you think of any other differences which make the discrepancies between what has been charged and what you have estimated, than the extra price for labor and the alterations which might be made in copy?—A. I think that would explain the discrepancy so far as the printing-office is concerned. So far as the bindery is concerned it might not. I have stated that the cost of labor here is 50 per cent. greater than it is in New York. The difference in the cost of the work is 61 per cent., as I make it. There is 11 per cent. to be accounted for. If you take part of that 11 per cent. and attribute it to alterations, and take another fraction of it and attribute it to the fact that there is not that stringent demand for economy which there is in a private office, I think you can account for more of it. Under the ordinary conditions the Government would have to pay more for work done in its own office than in a private establishment, but I don't think the excess need be great, and the benefits accruing to the Government would be

greater than the slightly increased expense, provided it did only such work as I think legitimately belongs to it.

By Mr. SINGLETON:

Q. When you speak of the increased price of labor you do not refer to binders?—A. No; I am speaking only in regard to the printing.

Q. Then, how do you account for the extraordinary cost of these blank-books to the Government? Is there any rational principle upon which you can account for that?—A. Because the trade-union of the binders, as I am informed, is much more arbitrary than that of the printers. I am told that it is required by this union that a man shall not do more than a certain amount of work in a day. If he has got speed he must not use it there. And men at high wages are employed in doing boys' work.

By the CHAIRMAN:

Q. In your opinion, as a practical printer of many years' experience, after the examinations you have made of the printing and binding, and of the prices for each, what suggestion can you make, in the interest of economy to the Government, in regard to it? What work do you think should be done by the Congressional Printer, and what, if any, should be done under the direction of the heads of the Departments, by contract or otherwise?—A. To begin with the most striking example. Such kind of work as an ordinary private printer in New York finds it inexpedient to do, the Government should not do—that is the printing of these seed-bags. The maker of envelopes really does print those cheaper than the printer can do it. Common stereotype press-work I think could be done outside more economically than it could be done here; such things as post-office blanks could be done to advantage outside.

By Mr. BALLOU:

Q. When you say "outside," do you mean that it should be done in other cities or by private individuals?—A. In any private printing-office here or elsewhere; but do not misunderstand me in this matter: the house which I represent is not an applicant for Government printing in any shape or form. We do not covet it. In more specific answer to the question of management, I would say that I don't think I have any right to criticise what I do not thoroughly understand. I don't know enough of the internal management of the Congressional Printing-Office to pass any sweeping, decisive opinion upon its management. I dare not recommend any reforms or alterations until I know what the system is. I do not know it. I have been in the Government office, and I must say that I am favorably impressed with the tidiness, cleanliness, and order of the office. As to the efficiency of the men and the cost of work, that is a different thing.

Q. What would you do, if you were in the position of the Government, in respect to printing?—A. The very first thing I would do would be to find with precision where this leak and this expense was; to make it not a matter of opinion, but one of demonstrated fact. I should not attempt to cure the evil until I knew where and what it was.

By Mr. SINGLETON:

Q. From the general examination you have given this matter, and the cost of these books, state whether there must not be mismanagement somewhere.—A. As my examination has been strictly confined to the prices, I cannot properly go beyond the conclusions derived from their study. It is obvious to me that an excessive price is paid for labor. Possibly, too many men work on time, and too few by the thousand ems. Possibly, the exclusion of boys and apprentices, by the union, compels too many men to do boy's or child's work. I see no positive and unmistakable evidences of mismanagement.

By the CHAIRMAN:

Q. In making further examination into the cost of printing, for all sorts of work to be done for the Government, who should be consulted and examined? Could journeymen printers or binders throw any light on this matter?—A. I doubt the ability or competency of journeymen to pass upon the more important questions connected with prices, or the proper policy to be pursued by an office. The journeyman knows the cost of his own labor, but, as a rule, he has very incorrect notions concerning the real cost of the perfected work. He would underestimate or overestimate the proper cost of a year's business quite as grossly as an intelligent railroad conductor would under or over estimate the cost of running a ton of freight from Iowa to the seaboard. He is not in a position to see the expenses. To know these expenses, one must be in the counting-room, and see how the money received is expended, before he can tell what is cost and what is profit.

Q. Suppose the committee should recommend to Congress that the price paid for labor in the printing-office should be that paid in other first-class establishments throughout the country, do you believe it would be practicable for the Superintendent

to carry on the printing of the Government on that basis?—A. For some time he would have great trouble, in doing his work; but he would ultimately be successful.

A. Do you believe it would be for the best interest of the Government to attempt it now, or to wait until after we have gotten through with the present session of Congress?—A. You, gentlemen, are better judges of the necessity or expediency of keeping the office going than I am.

WASHINGTON, *March 6, 1876.*

WILLIAM P. FUREY sworn and examined.

By the CHAIRMAN :

Question. Are you a practical printer?—Answer. I am.

Q. How long have you been engaged in the printing business?—A. I have been engaged as a publisher almost all the time since 1859, sixteen or seventeen years.

Q. With what establishment are you at present connected?—A. I am here as newspaper correspondent of the Patriot at Harrisburgh, an office that I have been more or less connected with at different times.

Q. What classes of work are done at the Patriot office?—A. We do all classes of work there. All kinds of printing and binding. It has the contract for doing the State work, and legislative and department work of Pennsylvania.

Q. Does it do the State work, or does it farm it out?—A. It does the work. It has the machinery and everything to do it with.

Q. Does the establishment do all the State work?—A. They do all the State work now, I think. There was one contract, I think. I am not exactly certain what it was; some small contract that was taken separate; it had not expired at the time the Patriot took this work, but I think they do it all now without any separation. We print the bills and resolutions for the house and senate, we print the journal of the house and senate, and we print all the blanks for the different departments, and do all the binding for the State, the bureau of statistics, the department of the interior, the auditor-general's office, State treasurer, &c.; blank-books of all descriptions.

Q. Have you made examination of various samples of work done by the Congressional Printer?—A. I have compared them with work that we do there.

Q. Have you had estimates made at the Patriot office upon various samples?—A. I had them made by the job foreman and myself together.

Q. Have you examined this blank—a circular to postmasters—designating the number of route?—A. I have.

Q. It appears from the report of the Postmaster-General that one thousand of these were printed, for which \$5.30 was charged; please state what this work can be done for in the Patriot office.—A. We would do a thousand of those for \$3.50. That paper is very inferior.

Q. In making this estimate have you allowed a margin for profit?—A. Certainly; we always do that.

Q. Have you examined blank schedule for postmasters?—A. Yes, sir; it is almost identically the same job as the other, that is in size, and the composition is very little different.

Q. From the report of the Department it appears that 4,000 of these were printed at a cost of \$24.23; for what would you print the same number?—A. We would print 4,000 of those for \$12, at the rate of \$3 a thousand.

By Mr. BALLOU :

Q. That includes everything—paper, composition, press-work, and all?—A. Yes, sir; everything.

By the CHAIRMAN :

Q. Have you examined this blank, "Notice to contractor that service has been certified to the Auditor?"—A. Yes, sir.

Q. Five thousand of these were printed at a cost of \$16.53; what would you print that number for?—A. We would charge \$15 for that blank. Their charge is not much out of the way on that.

Q. Have you examined this blank, "Circular of inquiry to postmasters?"—A. I have.

Q. Five thousand of these were printed at a cost of \$16.04. For what would you furnish the same number?—A. The same as the other blank, \$15 for 5,000; at \$3 a thousand.

Q. Have you examined this blank, Form No. 26?—A. Yes, sir.

Q. Five thousand of these were printed at one time at a cost of \$27.65; for what would you furnish 5,000 of them?—A. That blank is identical with the others, the same quality of paper, and no more composition; we should charge just the same as for the other, \$15 for that number.

Q. Have you examined Form No. 11, from the Post-Office Department?—A. Yes, sir.

Q. One thousand of those were printed at one time at a cost of \$5.06, and 5,000 at another time at a cost of \$21.15. For what would you furnish the first thousand?—A. We should charge a fraction more in proportion, about \$3.50 for the first thousand; we would charge for 5,000, \$15; for 1,000 we would charge \$3.50.

Q. Have you examined Form No. 120?—A. Yes, sir.

Q. It appears from the report that this blank was printed at three different times; 5,000 the first time at a cost of \$15.14, 2,000 for \$9.09, and 3,000 for \$10.90. Please state what you would furnish the like numbers for.—A. We would charge almost as much; for the first 5,000 we would charge \$15. These forms are all identically the same size. We would charge \$15 for the first 5,000, and we would charge for 2,000, \$6; for 3,000, \$9.

Q. Have you examined this blank, a requisition?—A. Yes, sir.

Q. The Post-Office Department reports that 1,000 of these cost \$11.55. Please state for what you would furnish 1,000.—A. On this paper, ruled on one side as it is, half-sheet letter, we would charge \$5 for a single thousand.

Q. Have you examined the new railroad way-circular?—A. Yes, sir.

Q. It appears that 1,000 of these were printed for \$22.89. For what would you furnish the same number?—A. For \$21.50.

Q. Have you examined Form No. 112?—A. I have.

Q. It appears that 2,000 of these were printed at a cost of \$9.71, and again, 1,500 were printed at a cost of \$7.77. State for what amount you would furnish 2,000, and, at another time, 1,500.—A. We would charge \$5.50 for 2,000, and for 1,500 we would charge about \$4.12.

Q. Have you examined blank jacket for railroad service, from the Post-Office Department?—A. Yes, sir.

Q. It appears from the report that 5,000 of those were printed for \$19.21, 3,000 for \$19.29, and 1,000 for \$6.63. Please state what your charge would be for 5,000.—A. We would charge \$15 for 5,000 of those.

Q. For 3,000 what would you charge?—A. In the same proportion, \$9.

Q. For 1,000 what would you charge?—A. We would charge for a single thousand, \$3.

Q. Have you examined Form No. 14?—A. Yes, sir.

Q. A thousand of these are reported as having cost \$5.49; what would you charge for a thousand?—A. We would charge \$3.

Q. Have you examined "reference slip"?—A. Yes.

Q. Five hundred of these were printed at a cost of \$2.72, and again 300 at a cost of \$1.35. State what you would charge for 500.—A. For 500, about \$2.25.

Q. What would you charge for 300?—A. We would charge \$1 after the first.

Q. Have you examined letter-head?—A. Yes, sir.

Q. It appears that 7,200 were printed upon one order at a cost of \$33; what would be your charge?—A. We would charge about \$25.50 for that. That is good heavy paper.

Q. Have you examined Form No. 3?—A. Yes, sir.

Q. It appears from the report that 5,000 of these cost \$31.45; what would you charge for 5,000?—A. We would charge \$24.50 for that job.

Q. A thousand of these, at another time, cost \$6.87; what would be your charge?—A. In the same proportion, about \$4.75.

Q. Have you examined blank contract for railroad mail-service?—A. Yes, sir.

Q. One thousand of these were printed at a cost of \$25.33; what would be your charge?—A. This is special paper, and special ruling, and everything; we could not do it for much less. We would charge \$25 for that.

Q. Have you examined Form No. 103?—A. Yes, sir.

Q. The Congressional Printer has reported 2,000 of these as costing \$32.23. What would be your charge?—A. We would do that job for \$75 for the 2,000. It is, like the other, special matter, and there is not much margin on it.

Q. Have you computed or added together the cost of the various jobs that you have examined?—A. I ran it up; that is, just the aggregate.

Q. What does it amount to as charged by the Congressional Printer?—A. \$436.81.

Q. What do your charges aggregate?—A. They aggregate \$336.12.

Q. From these figures what is the per cent. of overcharge by the Congressional Printer?—A. It is in the neighborhood of 30 per cent.

Q. In making estimates upon these various items of printing, have you allowed a margin for profit in each and every case?—A. We have, invariably.

Q. Have you computed composition each and every time?—A. We have computed the cost of the composition, the cost of the press-work, and the price of paper each and every time, except that we would not charge in stereotype forms for the second orders; we would charge for imposition, however. These estimates are all based on the first cost of composition, press-work, imposition and all.

By Mr. BALLOU:

Q. You employ workmen by the week—what do you pay?—A. We pay an average of \$16 to \$18. For piece-work we pay 40 cents a thousand.

Q. If you pay by the token, what do you pay?—A. We are allowed 50 cents a token.
Q. Could you take this Government printing?—A. Yes, sir; we will take all these samples that I have examined at these rates and be very glad to take the work.

Q. I don't mean these alone, I mean the average work of the office?—A. Yes, sir; and in doing large amounts we would come down even below the estimates I have given. Some of these jobs are ordered as much as 100,000 a year; we would stereotype our forms then.

By the CHAIRMAN :

Q. Have you made examination of certain reports and executive documents?—A. Yes, sir; I have measured some of these and estimated them.

Q. From the books of the Congressional Printer I find that Report No. 26, to the House of Representatives, Forty-third Congress, second session, 1,900 copies cost \$3.70; state what you would furnish the same number of copies for?—A. We would furnish the same number for \$4.77.

Q. Have you examined Executive Document No. 10, Senate, same Congress?—A. Yes, sir.

Q. One thousand nine hundred of these were charged \$14.76. For what would you furnish the same number?—A. We would charge \$11.80 for that.

Q. Miscellaneous Document No. 18, House of Representatives, Forty-third Congress, second session, 1,900 cost \$267.47; what would be your charge for the same number?—A. \$230 for that. These things we get at by actual measurement. We know exactly.

Q. Miscellaneous Document No. 15, House of Representatives, Forty-third Congress, first session, 1,900 of them cost \$31.13; what would be your charge for the same number of the same document?—A. We would charge \$28 for that job.

Q. Report No. 119, House of Representatives, Forty-third Congress, second session, 1,900 cost \$161.30; what would be your charge for 1,900 copies?—A. We would charge \$133 for that.

Q. Executive Document No. 71, House of Representatives, Forty-third Congress, second session, cost for 1,900 copies \$47.87; what would you furnish the same number for?—A. We would charge \$45 for them.

Q. In making estimates upon this congressional work, have you left a margin in each and every case for profits?—A. I have.

Q. These prices which you give, I understand, are to take the copy and furnish it complete as it is here, folded and stitched?—A. Precisely as the samples; everything complete.

WASHINGTON, D. C., March 6, 1876.

JOHN G. JUDD sworn and examined.

By the CHAIRMAN :

Question. You are a practical printer?—Answer. Yes.

Q. How long have you been engaged in the printing business?—A. It is thirty-seven years since I first went into it. I was a journeyman a little over thirty years.

Q. In what cities have you been engaged?—A. In London, (England,) New York, Toronto, (Canada,) London, (Canada West,) Philadelphia, Baltimore, and Washington.

Q. How long have you had the management of printing-offices?—A. About twenty-five years, with occasional intervals in which I was out of place in the management and was filling up my time.

Q. How long have you been in Washington?—A. Nearly twenty years.

Q. What offices have you had charge of in this city?—A. I was about six months in charge of the Senate work, while John C. Rives was doing it, and then I was seven years in charge of McGill & Witherow's office. Those are all the offices I have had charge of here.

Q. Did you ever have charge of any congressional work?—A. Yes; the whole Senate congressional work for about six months.

Q. Did you ever work in the Government Printing-Office?—A. Yes; for about six months.

Q. Are you familiar with the various kinds of Government printing?—A. I am.

Q. Are you engaged at present in the printing business? If so, state your location and the general business you do.—A. I am engaged, at present, as one of the firm of Judd & Detweiler, on the corner of Pennsylvania avenue and Eleventh street. The business is the printing of briefs and documents, and all descriptions of work—book and job printing.

Q. Did you manage an office here during the war?—A. I managed McGill & Witherow's office from 1861 until the time I went into business for myself. I left there to go into business for myself.

Q. How many men did you have under you there?—A. When I first went there we

had about twenty or twenty-five men, but while I was there we increased the number to seventy or seventy-five.

Q. And you had charge of all these men?—A. Of the whole office, from garret to cellar.

Q. Did you ever have charge of any bureau, specially?—A. I had charge of the whole Patent-Office specifications.

Q. How many men did you have under you in that work?—A. Our full force on that particular job was thirty.

Q. How many on other work?—A. Varying, as business varied; sometimes ten, sometimes twenty; and we have had as high as forty men on other work.

Q. How long have you been in business for yourself?—A. Seven years last November.

Q. Do you consider yourself competent to make an estimate of any kind of printing work?—A. I think so.

Q. Were you ever on the Congressional Globe?—A. Yes.

Q. What position did you fill there?—A. I was two years at the case and seven years as a proof-reader.

Q. What price do you pay for composition?—A. Fifty cents a thousand ems.

Q. What price do you pay per day or per week?—A. We pay \$4 a day for ten hours' work.

Q. Do you find any difficulty in procuring workmen at the prices indicated?—A. I think we could get fifty men where we want one, easily.

Q. Are the printers whom you employ at those prices, or that you are able to employ at those prices, competent and skillful workmen—good compositors, good job-workmen?—A. They are not job-workmen. We do employ job-workmen at those prices, but job-workmen generally command \$1 or \$2 additional. The hands we employ on book-work, regular printers, are as good hands as can be found in this city or any other. I believe that to-day I could take the best men out of the Government Printing-Office by holding up my finger to them, and that they would come to work with me because they know that they would be free from political influences.

By Mr. BALLOU :

Q. What is the reason why printers require more pay at the Government Printing-Office than they do elsewhere?—A. The men do not require any more. If that office had been put down on the same basis that we put ours down to, the men would have all staid in their places—certainly as solidly as they did when we, down-town printers, gave them eight hours all around, and when they worked ten hours at the Government-Printing Office for two years under protest.

Q. And now you work them ten hours and the Government Printing-Office only eight?—A. Yes.

Q. I suppose the eight hours' time at the Government Printing-Office is because the Government established that as a day's work?—A. Yes; and I was at that time one of those who helped to have it established.

Q. How many men have you now in your employment?—A. We have sixteen or seventeen on the pay-roll. We have run as high as thirty-five. Two years ago we had forty; that is the highest we have got to. We are comparatively a young firm, being only seven years in business.

By Mr. SINGLETON :

Q. According to the best of your knowledge on the subject, why is it that the Government is paying 60 cents a thousand ems and outside employers paying only 50 cents?—A. In my opinion there is really no reason excepting that the men at the Government Printing-Office are political appointees, and it is so much money paid to political pets. No other men can get work there. The best workman in this city cannot get a situation there unless he is indorsed by a Senator, and the moment that that best man's Senator goes out of the Senate a new Senator can send a workman in to take his place; and he must go, no matter how good a workman he is. As we printers down town say of the men who work there, "Their souls are not their own." I worked there six months under Mr. Defrees's administration, (I was in the job-room,) and I am sure that during all those six months a week never went past without a little visitation going around from man to man to the effect that there was to be a big furlough the next day; and a man who knew that his capacity was not first-class naturally came to be nervous, and the work was not done. It has been so ever since. It is a political whirlpool, and it was a common expression among the men, "Can you not set the whirlpool in motion?"

Q. From your knowledge of this Government Printing-Office, do you believe it would be entirely practicable to reduce the wages of workmen there to the same rate as is paid in outside establishments?—A. I do; and the proof that it can be done is in the fact that the down-town offices completed the change from eight to ten hours a day, and from 60 to 50 cents per thousand ems, in less than one week, and can put in twenty times the number of men wanted at those prices. That was in last August. I will

add that the change in the scale of the down-town offices has reduced the prices of a good deal of tabular matter 50 per cent. A piece of matter containing three columns in one page is paid for at the Government Printing-Office at 90 cents a thousand ems—a price and a half. It is paid for in the down-town offices at 50 cents a thousand ems. A piece of matter with four columns on a page is paid for at the Government Printing-Office at \$1.20 a thousand ems, or double price. It is paid for at the down-town offices at 75 cents a thousand.

By the CHAIRMAN :

Q. Did you, at my request, examine thoroughly the report made to the Committee on Printing by the Commissioner of Agriculture, and the various samples or specimens of Government work returned by the Commissioner?—A. I did, sufficiently to enable me to select average specimens to make tests on them.

Q. Did you examine the monthly report of the Department of Agriculture for July, 1874?—A. I did.

Q. Twenty-five thousand copies of that report were printed at the Government Printing-Office, for which \$1,370.43 was charged. Please state what it would cost you to print the same number of that report in the same style and on the same quality of paper.—A. \$701.07.

Q. For what would you print it?—A. \$1,050.

Q. Would you include in that \$1,050 a profit for yourself?—A. Certainly.

By Mr. SINGLETON :

Q. You are acquainted with the Government Printing-Office and with its great facilities for doing work; what would this work cost there?—A. I think that I could do that description of work just as cheap as it could be done at the Government Printing-Office, and I put the cost at \$701.07.

By the CHAIRMAN :

Q. Did you examine this blank voucher for the Department of Agriculture?—A. I did.

Q. Two thousand copies of that blank voucher were printed at the Government Printing-Office at a cost of \$13.08. State what it would cost you to do the same work?—A. \$7.40.

(The Chairman stated that in all the questions that he propounded to the witness he desired the witness to answer him as to the actual cost of the work.)

Q. Did you examine this blank exchange label?—A. I did.

Q. One thousand copies of those were printed at the Congressional Printing-Office at a cost of \$4.11; what would it cost you to do the same work?—A. \$2.10.

Q. Nine thousand of these circulars were printed at a cost of \$95.22; what would it cost you to do the same work?—A. As to that job I shall answer your question on the supposition that the man understood his business, as I presume he did, and I should put the cost at \$72.84.

Q. Five hundred copies of these blanks for tabulation were supplied by the Congressional Printer at a cost of \$16.58. Please state what would be the cost to you for furnishing the same number, ruled in the same way?—A. I state the ruling at \$1, and one ream, of 20-pound cap, at \$3.60, making \$4.60. It is charged to be what is technically known as ledger-cap, but it is not; it is only heavy cap.

Q. Ten thousand of this sample (official slips) were printed at the Government Printing-Office at a cost of \$22.16. State what the cost to you would be.—A. \$5.40.

Q. Did you examine this sample of official envelope?—A. I did.

Q. It appears that 10,000 of these envelopes were printed by the Congressional Printer at a cost of \$30.60; state what would be the cost of the same work to you.—A. \$3.25. I make my charges up as follows: one-half of a pressman, (5 hours,) \$1.25; (his full time would be \$2.50, but he runs two presses;) girl, \$1; labor of boxing, \$1, total, \$3.25. The paper is furnished by the Government. Envelopes are advertised for by all the Departments, and are supplied by stationers, and the Departments send them right to the Congressional Printing-Office to have them printed. The printing of a single thousand, or under 5,000, should be 50 cents a thousand. The composition here is an old plate.

Q. The report of the Commissioner of Agriculture states that 20,000 official envelopes were printed at a cost of \$25.58; what would the same work cost you?—A. \$6.60.

Q. Nine thousand copies of this "cross-circular" were printed at a cost of \$98.25; what would the cost be to you?—A. \$72.84.

Q. Seven hundred and fifty copies of this "special circular" were printed by the Congressional Printer at a cost of \$8.45; what would the cost be to you?—A. \$6.50.

Q. Five thousand copies of this circular, "prices of fertilizers," were printed by the Congressional Printer at a cost of \$6.51; what would the cost be to you?—A. \$4.54.

Q. Two hundred and fifty copies of this circular, "the tobacco-crop of 1873," was printed by the Congressional Printer at a cost of \$3.27; what would it cost you to print them?—A. \$2.60.

Q Two thousand five hundred copies of this "cotton-circular" were printed by the Congressional Printer at a cost of \$13.20; what would it cost you to furnish the same number?—A. \$8.75.

Q One thousand of this sample, "circular No. 1," were printed by the Congressional Printer at a cost of \$5.40; what would be the cost to you?—A. \$3.69.

Q Two hundred and fifty of this "circular letter" were printed by the Congressional Printer at a cost of \$3.05; what would it cost you?—A. \$2.40.

Q One hundred and fifty of this "circular letter" were printed at a cost of \$3.06; what would it cost you to furnish the same number?—A. \$2.40.

Q One thousand of these "official cards" were printed by the Congressional Printer at a cost of \$5.87; what would they cost you?—A. \$4.77.

Q One thousand of these "cotton-circulars" were printed by the Government Printing-Office at a cost of \$5.27; what would it cost you?—A. \$3.80.

Q Ten thousand copies of this circular, "returnable January 1, 1867," were printed by the Congressional Printer at a cost of \$43.75; what would the cost be to you?—A. \$39.55.

Q Nine thousand copies of this circular, "returnable June 1, 1875," were printed by the Congressional Printer at a cost of \$49.26; what would it cost you to furnish the same number?—A. \$37.32.

Q One thousand copies of "circular letter to correspondents" were printed by the Congressional Printer at a cost of \$5.56; what would the cost be to you?—A. \$3.92.

Q One thousand copies of this "circular letter to correspondents" were printed at a cost of \$5.15; what would the cost be to you?—A. \$3.92.

Q Eight hundred copies of this circular, "the grasshopper plague," were printed by the Congressional Printer at a cost of \$6.41; what would the cost be to you?—A. \$5.25.

Q One thousand copies of this sample, "special winter-wheat circular," were furnished by the Congressional Printer at a cost of \$7.29; what would it cost you to furnish the same number?—A. \$4.45.

Q Ten thousand copies of this circular, "returnable December 1, 1875," were printed at a cost of \$51.35; what would it cost you to furnish the same number?—A. \$39.55.

Q I have asked you the cost of these various kinds of work; please state what, in arriving at your cost, you have included?—A. Paper; composition; press-work; ruling, where necessary; folding, where necessary; and stitching, where necessary.

Q Have you included the entire cost of the production of the various pieces of work?—A. I have.

By Mr. BALLOU :

Q What is the expense that would be included between what you put down as cost and what you would furnish the work for?—A. Rent, fuel, gas, wear and tear, insurance, taxes, interest on investments, and profit.

By the CHAIRMAN :

Q What is the sum total of the cost of all these items as returned by the Congressional Printer?—A. \$1,873.66.

Q What, as you have answered, would be the cost to you for producing the same work?—A. \$1,042.81.

Q What is the percentage of overcharge by the Congressional Printer, taking all the work you have examined as a basis?—A. The average will go very nearly about that rate, so that if a job come to \$200 it ought to be done for about \$120. That, I believe, is an overcharge of about 40 per cent.

By Mr. BALLOU :

Q Ought not the Congressional Printer to charge, not what you have answered as the cost, but also all the expenses attending the printing?—A. No; for the reason that all the items of charge which I have excluded are found by the Government, additional to what is expended for the printing.

By the CHAIRMAN :

Q Did you make any other examination of matter at my request?—A. I did.

Q Here are two specimens from the Navy Department. Of the one which I hand you, 500 copies were printed at a cost of \$9.25; please state what it would cost you to produce the same number.—A. \$3.60.

Q Of this one, 5,000 were printed at a cost of \$27.96; please state what it would cost you to print it.—A. \$16.68.

Q I hand you Executive Document No. 30, House of Representatives, 43d Congress, 2d session; 1,900 copies were printed at a cost of \$113.82; what would it cost you to furnish the same number?—A. \$61.42.

Q One thousand nine hundred copies were printed of Miscellaneous Document No. 47, 43d Congress, 1st session, House of Representatives, at a cost of \$15.30; what would be the cost to you of the same number?—A. \$9.28.

Q One thousand nine hundred copies of Executive Document No. 31, 43d Congress,

2d session, House of Representatives, were printed at a cost of \$26.87; at what price would you produce the same?—A. \$16.62.

Q. I hand you reports to the House of Representatives, Forty-third Congress, second session, Nos. 198 to 213, inclusive. Please state the cost to you to furnish 1,900 copies of the same report, all printed at the same time, in the same sort of type, and on the same quality of paper.—A. There are 22,803 ems of composition in them, which, at 60 cents a thousand ems, would amount to \$13.68; making up and imposing, \$1; press-work on 1,900 copies, (two hours for a cylinder press,) \$1; ink, 50 cents; four reams of paper, \$29.68; cutting up, \$1; total, \$48.86.

Q. If these reports were furnished you on the same day, would you print them separately, or all at one time and in one form?—A. All at one time, and in one form. No printer would do it in any other way.

The chairman stated to the committee that, on the examination of Mr. Clapp's books, all these reports were charged separately, although they were printed on the same day, and followed each other on consecutive lines on his books. They were all single-page reports; that is to say, with composition on one page alone, and that the Congressional Printer's charge in every instance was \$3.78, making a total of \$140.48.

Q. By the examination of the books of the Congressional Printer, I find that 1,900 copies of Executive Document No. 10, House of Representatives, Forty-third Congress, second session, cost \$4,781.15, the items making the total being as follows: composition, \$3,937.20; press-work, \$239.40; paper, \$604.55. State what it would cost you to furnish this document, printed in the same manner, and on the same sort of paper.—A. \$2,048.14. I make it out as follows: paper, \$584.14; composition, (657 pages, at two pages a day for each man, equal to \$2 a page,) \$1,314; press-work, \$100; stitching, \$50; total, \$2,048.14.

Q. Have you examined the copies of Barclay's Digest which I hand to you?—A. Partially.

Q. Was composition done for each of them?—A. No, sir; and I will prove that by the pages now lying before me. There are battered types in exactly the same spot in both books, proving conclusively that both were worked from stereotype-plates.

Q. It appears from the Congressional Printer's books that he charged \$801.30 for the composition of Barclay's Digest for the first session of the Forty-fourth Congress, 494 pages. Please state, from your examination of this book and of a copy of Barclay's Digest printed at the previous session, whether or not the copy for the first session of the Forty-fourth Congress was printed from stereotype-plates?—A. They were both printed from stereotype-plates, as far as the manual and rules to page 232. The remaining portion of the book seems to have been overrun from standing type. The \$801.30 charged for the composition of it is more than enough to pay for the whole composition if it was all set.

By Mr. SINGLETON:

Q. In all your estimates of the cost of the works submitted to you for inspection, and on which you have declared your opinion, can the work be done at the Government Printing-Office as cheaply as you declare that you can do it?—A. It should be.

Q. Are we to understand from your answers above, that the Government printing, as done at its office, costs on an average 40 per cent. more than it should cost, taking into consideration all the means and appliances furnished by the Government for doing said work?—A. It certainly does. I believe that it would go a good deal over that. I found one sample which cost 300 per cent. more than it should have cost. I believe myself that the work could be done for just one-half what it costs.

Q. Do you attribute this exorbitant cost of printing to any necessary cause, in connection with the mode of Government printing as now conducted; or does it arise from mismanagement, incompetency, or the misapplication of appropriations on the part of the Government Printer?—A. My own opinion is that it results mainly from mismanagement and incompetency; but that there is a large amount of money unnecessarily spent both for wages and material, by the retention of a large number of hands that are not needed, and by the purchase of material in open market at very exorbitant rates.

Q. In your examination of the mode of charging for the Government printing by the Congressional Printer, did you find any rule or system on which such charges are made, or are they arbitrary, uncertain, and irregular?—A. I should say that they were uncertain and irregular—barefaced approximations. Three experts worked faithfully to find a key to the charges, by which we could have worked easily, and by which we should have known exactly at what rates he charged, but we could not find any.

By Mr. BALLOU:

Q. Would not these four things—the two hours reduction in the time, (making 25 per cent.) the difference in pay for composition between sixty and fifty cents a thousand ems; the difference in pay for press-work; and in the \$4 a day for eight hours—be sufficient to account for very much of this extra cost?—A. It could not account for more

than 25 per cent. of it, for that is all the difference it is; but it should not account for any of it. The facilities which they have there, more than anywhere else, for the turning out of work, more than counterbalance the two hours a day; and that office, well handled, need not be worked longer than eight hours a day to do all the work required, and with a vast reduction of its force. My own opinion is that it should be run at eight hours. All my calculations have been at eight hours a day for the press to run and for the men to work. Whenever a job took the press two hours to run, I allowed fifty cents for the pressman and wages for the girl divided by her rate of pay; and for every hour that a man worked at case I have allowed sixty cents. In every one of these calculations I have given no answer that is based on ten hours' work or on fifty cents a thousand ems, except when I gave an answer as to what I would do the job for myself.

By the CHAIRMAN:

Q. Considering the facilities at the command of the Congressional Printer, the large number of stereotype-plates, and the large amount of fat matter, should he not overcome the excess paid for labor over and above what is paid in Washington City outside of the Government Office, and do work cheaper than it would be possible for you to do it?—A. Certainly. The advantages which he has in stereotype-plates would more than counterbalance, twice over, the two hours' work.

WASHINGTON, March 8, 1876.

B. C. DORSEY sworn and examined.

By the CHAIRMAN:

Question. In what business are you engaged?—Answer. The paper business.

Q. Where are you located?—A. Nos. 33 and 35 South Charles street, Baltimore.

Q. How long have you been engaged in that business?—A. I went into that business in 1844. I may say I have been a practical paper-dealer twenty-five years.

Q. Are you familiar with the various kinds of paper used in the Government Printing-Office?—A. I think I am, sir.

Q. Have you made an examination of the last report of the Congressional Printer?—A. I have, sir.

Q. Have you examined page 30 of said report, under the head of "Ledger and other papers purchased in open market"?—A. I have, sir.

Q. By reference to the Congressional Printer's Report, I find that he purchased 360 reams cap, at \$4.65, amounting to \$1,684.80. What would you have furnished that paper for during the period covered by this report?—A. I would have furnished it, weighing 18 pounds to the ream, at \$4.30.

Q. The next item is 700 reams of cap, at \$6. What would you have charged for the like lot?—A. \$4.30, for 18-pound paper.

Q. The next item is 150 reams medium, at \$10.80. What would have been your price?—A. I would have furnished it for \$10.20, 36 pounds to the ream.

Q. The next item is 750 reams medium, at \$13. For what would you have furnished this item?—A. At \$10.20, for 36-pound paper.

Q. The next item is 733 reams demi, at \$8.40. What would you have furnished the same amount for?—A. \$7.23, for 28-pound paper.

Q. The next item is 750 reams demi, at \$9.50. For what would you have furnished this amount?—A. \$7.23, for 28-pound paper.

Q. The next item is 175 reams superior royal, at \$22. What would have been your charge?—A. \$17, for 54-pound paper.

Q. The next item is 50 reams imperial, at \$29.25. What would have been your charge?—A. \$22.95, for 72-pound paper.

Q. The next item is 125 reams imperial, at \$29. What would have been your charge?—A. \$22.95, for 72-pound paper.

Q. The next item is 400 reams double cap, at \$12. What would have been your charge?—A. \$3.60, for 36-pound paper.

Q. The next item is 100 reams double cap, at \$13.33½. What would have been your charge?—A. \$10.20, for 40-pound paper.

Q. The next item is 40 reams double cap, at \$13.33. What would have been your charge?—A. \$10.20, for 40-pound paper.

Q. 50 reams double demi, at \$23.12½. What would have been your charge?—A. \$17.85, for 60-pound paper.

Q. 250 reams royal, at \$17. What would have been your charge?—A. \$14.45, for 44-pound paper.

Q. What is the sum total of these items as reported by the Congressional Printer?—A. I make it \$51,862.09.

Q. What would have been the sum total for your charge for the same items?—A. \$40,894.54.

Q. The difference being?—A. \$10,967.55, or 21 per cent.

Q. Have you left a margin for profit in your estimates?—A. I have.

Q. What margin have you left for profit?—A. I would say 7½ per cent.

Q. In making your estimates what quality of paper have you based them upon?—A. The best paper known to the trade.

Q. Have you a general knowledge of the character of papers, outside of contract-papers, used at the Government Office?—A. Yes, sir.

Q. What is such quality; good, bad, or indifferent?—A. It is fair quality—what is called ledger-papers some of them; and some of them have been very inferior.

Q. What is the average of such as you have examined or have known to be used outside of contract-paper?—A. The average—well, I can hardly state it—it is what we call a fair ledger-paper.

Q. Is the average equal in quality to what you have estimated that you would have furnished at the price indicated?—A. No, sir.

Q. How would the paper used by the Government Printer compare with the paper that you have stated you would have furnished for certain prices?—A. The papers that I estimated on are worth fully 5 per cent. more than the papers that are used by the Government Printer.

Q. Have you ever been invited to compete for the supply of what is known as "open-market purchases"?—A. No, sir.

Q. Do you know whether invitation, public or otherwise, has ever been given to compete?—A. No, sir; I do not know whether it ever has been; but my impression is that it never has been.

By Mr. SINGLETON :

Q. Had the purchase of this paper been submitted to competition, is it or not your opinion that the paper could have been purchased upon the terms which you indicate?—A. It could have been purchased upon the terms that I have sworn to.

Q. Do you know through whom these purchases have been made, and how they were made?—A. The purchases for this paper mentioned in this report were partly from Wheelwright, Mudge & Co., Baltimore, and Campbell, Hall & Co., New York. That is my impression about Campbell, Hall & Co.; I know positively about Wheelwright & Co.; I know that John Hall has been supplying these papers for years.

Q. How many years?—A. I can say eight or ten safely. They have always come through him until perhaps the last two Congresses, the Forty-third and Forty-fourth, and since then they came from Wheelwright & Co.

Q. You have never known any proposition, public or private, made to other firms to furnish paper?—Never, sir.

By the CHAIRMAN :

Q. Do you know whether a son of Mr. Clapp, the Congressional Printer, has been in the employ or connected with the paper-house firm of Wheelwright, Mudge & Co., at Baltimore?—A. He has been until within the last three or four months.

Q. Where is he now?—A. He is in the paper business in Baltimore, on the corner of Charles and German streets.

Q. When he left Wheelwright & Co. did he go into the paper business at this place?—A. Yes, sir.

Q. How long was Mr. Clapp's son with Wheelwright & Co.?—A. Some two years; I do not know the exact date.

By Mr. SINGLETON :

Q. Was it during his stay with Wheelwright, Mudge & Co. that these purchases were made from that firm?—A. Yes, sir.

Q. Do you, or not, consider it fair dealing with the Government that its Congressional Printer should buy paper in market in the manner that he has been in the habit of purchasing, without inviting competition for the furnishing of that paper?—A. I do not think it is, sir.

Q. If you went into the market as an individual to purchase the quantities of paper that have been purchased by the Congressional Printer, would you feel that it would be your interest to invite competition?—A. I certainly should, sir.

WASHINGTON, March 8, 1876.

JOHN R. EDWARDS sworn and examined.

By the CHAIRMAN :

Question. Where do you reside?—Answer. In Baltimore.

Q. Are you a practical binder?—A. Yes, sir.

Q. Please state your experience in and connection with the business.—A. I served a regular apprenticeship to the business of over seven years, and have been working at

it ever since. That will make the time about thirty-two years at the business, with the exception of about four years during the war. I have been in the position of manager of a bindery since I was nineteen years of age; that is, about twenty-one or twenty-two years. I have had experience in the getting up of all kinds of work. I have been a job-binder, and now I am conducting a wholesale and manufacturing business, working for publishers, for stationers, and for printers.

Q. Are you at present conducting a bindery on your own account?—A. On my own account.

Q. How long have you been so conducting a bindery on your own account?—A. Between seven and eight years, in Baltimore.

Q. Have you made the business a success?—A. I think I have, sir. The worst place in our country, so far as my experience goes—and I have worked pretty much over the whole country from Philadelphia to Georgia—is Baltimore, to conduct it successfully and make money.

By Mr. BALLOU:

Q. Is yours the most extensive bindery in Baltimore?—A. I think it is.

By the CHAIRMAN:

Q. How many hands do you employ?—A. I think I average about sixty. As I am here as an expert, I may say that my business—one branch of it, manufacturing blank-work for the trade—requires the closest calculations, as we meet with competition from the largest and most successful establishments in New York.

Q. At my request, have you made examination of various samples of binding and blank-books executed and furnished by the Congressional Printer?—A. I have.

The CHAIRMAN. I hold in my hand a report furnished the committee by the Secretary of the Treasury, giving the cost, as reported by the Congressional Printer, of the various books that I propose to examine this witness upon. In the Secretary's report the books are numbered 1, 2, 3, and so on. I shall, therefore, describe them by their numbers.

Q. Have you examined No. 1?—A. I have, sir.

Q. Ten of these books were furnished at a cost of \$92.64. For what would you furnish ten such books?—A. For \$61.

Q. Have you examined No. 2?—A. Yes, sir.

Q. Twenty-five copies of this book were furnished at a cost of \$269.38. For what would you furnish the same number?—A. \$120.

Q. Two thousand of No. 3 were furnished at a cost of \$60. For what sum would you furnish the same number?—A. \$39.88.

Q. Five hundred copies of No. 4 were furnished at a cost of \$205; what would you charge for the same number?—A. \$103.50.

Q. Fifty copies of No. 6 were furnished at a cost of \$230.15; what would you furnish the same number for?—A. I would furnish them for \$58.

Q. Twenty-five copies of No. 7 were furnished at a cost of \$70; for what sum would you furnish the same number of copies?—A. \$46.60.

Q. Fifty copies of No. 8 were furnished at a cost of \$402.50; for what sum would you furnish the same number?—A. \$240.

Q. Twenty-five copies of No. 9 were furnished at a cost of \$402.53; for what would you furnish the same number of copies?—A. \$130.

Q. Twenty-five copies of No. 14 were furnished at a cost of \$42.50; for what would you furnish the same number?—A. \$23.50.

Q. In making your estimates, have you left a margin for profit in each and every case?—A. I have, sir.

Q. About what margin have you left for profit?—A. About 33½ per cent.

Q. Will you now state the total cost as reported by the Congressional Printer of the samples upon which I have examined you?—A. \$1,824.70.

Q. And for what sum would you furnish the entire number?—A. \$822.48.

Q. Leaving a difference of how much?—A. \$1,002.22.

Q. About what per cent. of overcharge is this?—A. I should say it was about 125 per cent.

Q. Please state to the committee what it cost you to furnish this kind of work, upon which you have been examined.—A. The cost would be \$654.66.

Q. Leaving a percentage of difference between your cost and the cost as reported by the Congressional Printer?—A. About three hundred per cent. more than nine.

Q. In making your estimates have you included everything?—A. Everything, sir.

Q. In other words, would you duplicate an order from a private customer, or from the Government, for these books at the price you have indicated?—A. I would, sir.

Q. Have you made an examination of the binding done by the Congressional Printer for the Congressional Library?—A. I have, sir.

The CHAIRMAN. I requested the Congressional Librarian to send to the committee-room samples of binding of the various styles of work done for the Congressional Library, giving me such an assortment as would cover all work executed for the

Library. He has sent the books now before us, which are numbered "1" to "11," inclusive. I have requested the witness, Mr. Edwards, to make an examination and estimates of the cost of the binding of these books. I shall, therefore, in my examination, designate this work as Nos. 1, 2, 3, &c.

Q. Have you made an examination of the binding done for the Congressional Library?—A. I have, sir.

Q. The binding of No. 1 is charged \$5. What would you charge for the same work?—A. Four dollars would be a big price for it.

Q. No. 2 is charged \$1.25. What would you charge?—A. Sixty cents.

Q. No. 3 is charged \$2. What would your charge be?—A. Sixty cents.

Q. No. 4 is charged \$4. What would your charge be?—A. One dollar and forty cents.

Q. No. 5 is charged \$1.25. What would be your charge?—A. Forty cents.

Q. No. 6 is charged \$1.25. What would you charge for the same book?—A. Forty cents.

Q. No. 7 is charged \$1.25. What would be your charge?—A. Thirty-five cents.

Q. No. 8 is charged \$2. What would be your charge?—A. Ninety cents.

Q. No. 9 is charged \$3. What would be your charge?—A. One dollar and forty cents.

Q. No. 10 is charged \$4. What would be your charge?—A. One dollar and sixty cents.

Q. No. 11 is charged \$4. What would be your charge?—A. Two dollars and twenty-five cents.

Q. The sum-total charged by the Congressional Printer for the work you have examined is \$29; what would be your charge?—A. \$13.90.

Q. Have you left a margin for profit?—A. Yes, sir.

Q. Now state upon what basis you have made these estimates as to the Congressional Library binding.—A. I have based my estimate in the same manner as I would if you or any other individual came into my place of business with so many books to be bound. I have simply estimated for a job of work; I might possibly get more copies to bind, or I might not.

Q. If you knew that you would have from twenty to thirty thousand dollars' worth in one year, would it make any difference in your estimates?—A. It would, sir. We do that in our business. For instance, we bind for the Peabody Library and for the Johns Hopkins Library; in binding for any library or regular institution we would make a reduction on these prices I have given.

Q. What is the difference between your charge for ruling and the charge by the Government Printer?—A. For cap, letter, or note paper, if it is ruled on both sides, the Congressional Printer pays his journeymen at the rate of eight cents per quire, but I see that they count twenty-two quires to the ream, when there are but twenty quires. Counting at twenty quires, that would be \$1.60, the cost of the journeyman alone for ruling a ream of paper; whereas I will rule it for you, or any stationer, for thirty-five cents per ream; which gives me a good profit.

Q. Are you prepared, and are you willing to furnish the Government, or private parties with work at the same price that you have indicated in your examination to-day?—A. I am, sir. I am furnishing work every day at these prices.

Q. Have you made an examination of the Congressional Printer's last annual report?—A. I have, sir.

Q. Have you examined particularly the disbursements on account of public binding from October 1, 1874, to September 30, 1875, inclusive?—A. Yes, sir.

Q. Give the committee, briefly, the result of your examination into all the charges for various items, and at about what per cent. less you can purchase the same for.—A. I should say from 30 to 35 per cent. less than the prices in the Congressional Printer's report. I find French Turkey morocco charged from \$18 to \$55; I buy everything of the finest kind from \$20 to \$36 per dozen. Law-calf I find from \$36 to \$44 a dozen; I can buy it from \$30 to \$36 a dozen. For law-sheep he pays from \$7 to \$12; I would buy for from \$6 to \$10.50. Roans, he pays from \$10.50 to \$11.50; I would buy it from \$9 to \$12. Skivers from \$7.50 to \$20; I should buy it for from \$3.50 to \$18. Gold-leaf, he has bought 900 books, at \$8.75 per book; I pay \$7.90 for the best gold-leaf that is manufactured. Thread is from \$1.15 to \$1.25 a pound; the furnishing price is \$1 for the best imported Hays thread. I find glue from \$0.23 to \$0.30; I pay from \$0.15 to \$0.25. "Gray super" is down here at \$2.50 apiece; I buy at \$2.25. Beeswax at \$0.50 per pound; I will buy at \$0.40, and have my pick of the lot. Alum at \$0.12 per pound; I pay \$0.08. I find 100 stabbing-awls at \$0.37½ apiece; I buy them at \$0.25 per dozen. It may be that he has reference to a particular kind of awl that he is using on a stabbing-machine.

Q. Have you examined the Congressional Printer's Twenty-second Annual Report, under the head of "Disbursements on account of public binding," from October 1, 1873, to September 30, 1874?—A. Yes, sir.

Q. Please state the facts gleaned and the conclusions arrived at from your examina-

tion.—A. I could buy in the quantities here set down at less than the prices quoted. I find cow-hide at 25 to 26 cents a foot; I pay 18 to 22 cents. I find title-leather \$16 to \$23; I buy it at \$12. French Turkey morocco as high as \$65 per dozen; I buy all I want, of the best quality, at \$36. Then follows a lot of items similar to those in the other report already quoted, and my answers would be the same. I find, however, 1,678 yards of canvas, at \$1.45 per yard; I buy cotton-duck at \$1.17 per yard.

Q. Is cotton-duck as good as the canvas?—A. For the finest work they answer precisely the same purpose, and the cotton in our business I prefer to the canvas. I find 296 beef-galls at 15 cents apiece; I buy them at 8 cents. I find sponge at \$2.50 to \$3.50 per pound; I buy at \$1.50 per pound. (I am speaking now of the best articles used in the business.) I find 50 dozen knives at \$1.65 per dozen; I buy them at \$1.25. I find 1,011 pieces of binder's cloth at \$3.25, 700 pieces at \$7.75, and 181 pieces at \$12; I buy from \$7 to \$10.50 apiece. I find for washing towels \$402.03, which is not an item in book-binding, and is not calculated as an item of expense at all—is totally unnecessary. I have no towels washed in my own establishment except for my personal use.

Q. From your examination of this report, do you make the percentage of overcharge about the same that you did in his last report?—A. About the same, sir.

Q. In giving the prices that you have paid, what class or kind of material have you considered?—A. The first quality; precisely the same kind that is used in the Government bindery for the same kind of work.

Q. That is to say, you have estimated for first-class articles?—A. Yes, sir.

Q. Have you based your estimates upon the amount purchased by yourself of the various articles?—A. I have, sir.

Q. If you were to purchase in the same quantities that the Congressional Printer purchased, would you get a reduction upon the various articles below the prices you have mentioned?—A. I certainly should, sir.

Q. About what per cent. would this reduction amount to below what you say you paid?—A. I should think from 15 to 25 per cent.

By Mr. SINGLETON:

Q. Would you consider it fair to the Government that such prices should be paid as the Congressional Printer paid for the materials which you have spoken of without first submitting the same to competition?—A. No, sir; there is no individual binder in the country that would pay those prices.

Q. Have you ever known of an opportunity being afforded by the Congressional Printer to dealers in binders' materials to compete for the articles which you have mentioned?—A. No, sir; I have not.

Q. When you speak of prices which you have paid for the articles, could they have been bought in market by the Public Printer at the same rate?—A. Yes, sir. In the quantities which I find he has purchased them, I am of the opinion that he could have purchased at from 15 to 25 per cent. less than what he paid for them.

Q. From an examination of the several reports of the Congressional Printer, about which you have been testifying, do you find any system, order, or rule in making up his accounts? Are those reports in such form as to be readily understood even by experts?—A. No, sir. A man familiar with the business could not understand them. You have no definite data to go by.

Q. You have answered specifically as to the various items; please state if the same ratio of overcharge exists generally through the entire list of charges for articles used in binding?—A. It does, with the exception of the Congressional Record.

COMMITTEE ON PRINTING,
March 9, 1876.

DANIEL P. STEELE sworn and examined.

By the CHAIRMAN:

Question. Are you a practical binder?—Answer. Yes, sir.

Q. How long have you been engaged in the business?—A. In the neighborhood of thirty years.

Q. Did you serve a regular apprenticeship?—A. Yes, sir; about seven years.

Q. Did you ever manage a bindery?—A. Yes, sir.

Q. Are you now in the binding business on your own account?—A. Yes, sir.

Q. Where?—A. In New York City.

Q. Are you thoroughly acquainted with, and have you facilities for knowing, the price of materials used in binding?—A. Yes, sir.

Q. What facilities do you possess for acquiring a knowledge of the price of materials used in binding?—A. I practice the art of book-binding daily. I purchase materials daily, sometimes twice a day. There is not a day that I do not have to purchase some

kind of material—paper or leather. I have been in business on my own account about six years.

Q. Have you examined the last report of the Congressional Printer, and particularly the statement showing the disbursements on account of public binding, from October 1, 1874, to September 30, 1875, inclusive?—A. I have.

Q. State the purport or result of your examination, giving the price paid by the Congressional Printer for various articles and the price or prices at which you can purchase the same articles.—A. I find, in all articles which I have examined here, the prices he has paid are largely in excess of what I can buy them for; largely in excess. I find here he has 517 pieces of binding-cloth at \$7.75; the retail price is \$6.45. I have no hesitation in saying it would be superior. I find here 16,527 of c. h. (cowhide) Russia leather, at 25 cents. I buy that same leather at 21 cents; the finest quality. I find 111 dozen of title-leather, at \$20 per dozen. The price is \$16, \$17, or \$18, according to quality. I find here 1,256 dozen law-sheep, at \$12. I buy, at retail price, for \$11. I find 125 dozen of roans down at \$10.50 per dozen; retail price per dozen, \$10.

Q. If bought in large quantities what reduction could you have under this?—A. Five per cent. for cash. I find here binders' boards, 71,250 pounds, at 6 cents per pound. I buy that at 4½ cents, a superior article. There are various grades. I have here the Congressional Printer's report for 1871. That same quality of board he has down at 7 cents per pound. In those days board was higher than it is to-day, and his margin leaves but 1 cent, and I could not have bought that same board for less than 6½ cents in 1871. He is paying about the same now as in 1871 for binders' boards, similar grade. I find the item of thread, 2,023 pounds, down at \$1.15; retail price, 90 cents per pound. I find silk head-bands, 32 pieces, at \$2. The price is 90 cents, retail, per piece. I find here 12 dozen folders, at \$3 per dozen. The price is \$1.20 per dozen, retail. There is only one grade used in the business. I find here 33½ reams comb lining paper, at \$18. The retail price is \$16, and I desire here to state that it is a superior article. I find here 900 packs, at \$8.75, Value's gold. The price will range from \$7.50 to \$7.75, according to the price of gold in the market.

Q. Upon this point you may state whether or not Value is the chief maker of this, or whether it comes entirely or almost entirely from his establishment; and, if so, would it not be to the interest of the Government to buy directly from him rather than from intermediate parties?—A. Mr. Value is the sole manufacturer of what is known in the trade as Value's gold. His location is Broome street, near Wooster street, New York. We all have various opinions as to who is the best manufacturer. If I am allowed an opinion, it is that Value makes as perfect quality of gold as any I ever used. They use that quality of gold at the Government office. It would be decidedly to the interest of the Government to deal with Mr. Value directly. That same difficulty will apply to what is called "c. h." leather. There are large manufacturing in New Jersey, and I wonder the Government does not deal directly at the manufacturing. Leather is manufactured in Newark and goes to New York and comes right past the manufactory to come here to Washington.

Q. From your examination of the Congressional Printer's report, what say you as to the per cent. overpaid for binder's materials?—A. As an average of the entire purchases, I find that the excess is all the way from 30, 35, to 40 per cent. in excess of retail prices.

Q. Were you ever employed in the Government Printing-Office?—A. I was.

Q. In what capacity?—A. As a journeyman book-binder.

Q. Do you know of whom the Congressional Printer purchased, in large part, printer's materials, when you were there employed?—A. From John Campbell & Co.; that is the name of the firm at present; formerly it was Campbell & Armstrong, Mr. Armstrong since being deceased.

Q. Were you acquainted with Mr. Armstrong?—A. Quite intimately.

Q. Did you ever have any conversation with him in regard to the purchase of binder's materials?—A. Frequently.

Q. Please relate the conversation.—A. Mr. Armstrong offered to sell me book-binder's tools; that was in answer to my proposition of going into business. I replied I could not buy from him; he asked me why; I replied that from what I knew of his prices to the Government they were very high, more than I could pay. He answered me that when he sold to me he was not selling to the Government.

Q. What understanding could you reach or did you reach from his reply?—A. That the prices to me would be more favorable to me than to the Government.

Q. Have you examined the Congressional Printer's last report, showing the amounts paid to employes in the bindery?—A. I have.

Q. State the result of your examination in regard to the payments made to certain parties?—A. On examination I find the names of six persons here who are credited with a certain number of days' work, and are charged with an amount in excess of what those days' work would come to, as journeymen mechanics at the rate of \$4 per day. I find the case of D. W. Landvoight credited with 310½ days; charged with \$1,370.26, which at \$4 should have been \$1,242. I find the case of Charles Lemon credited with 313 days, and charged with \$1,356.35; at \$4 per day would amount to

\$1,252. W. B. R. Willis credited with 312½ days; charged with \$1,355.26; at \$4 per day is \$1,251. I find C. Denham credited with 311½ days; charged with \$1,349.67; at \$4 a day is \$1,244.50. I find W. Hayes credited with 312½; charged with \$1,354.73; at \$4 a day is \$1,250.50. I find J. L. Radcliff credited with 313 days; charged with \$1,266; at \$4 a day is \$1,252. Those are the only parties that I see are incorrect.

Q. While you were at work in the Government Printing-Office, were any assessments made or contributions asked from the employés in the bindery for political purposes during the hours of labor? Do you know of any officers in the bindery engaged in electioneering with the employés? If so, state the time when, and the persons who engaged in it.—A. I think it was about the year 1870, but my memory is a little defective about that. I do distinctly remember that it was at the time Mr. Stewart Woodford was a candidate for governor of New York. Mr. J. Harvey Roberts, the foreman of the bindery, was electioneering in Mr. Woodford's interest on the floor of the bindery, among the men. There were contributions asked from the men. I was asked by Joseph Mattingly, then second assistant foreman. In connection with his asking me for contributions he remarked that "every man was expected to do his duty." He had the paper in his hand at the time. He expected me then and there to put down my name with my contribution. I answered him "All right, Joe, I will see you by and by." Shortly afterward I went to his desk and handed him a five-dollar bill. He said to me, "Put your name down." I said, "Put it down yourself." He said, "All right." At the same time he put the five dollars in his pocket. That is exactly as it occurred.

Q. Were requests for contributions of money generally made?—A. Yes, sir.

Q. Were they generally responded to?—A. About one-half of the men paid. Some declined most emphatically. One man used very forcible language.

Q. Were any removals made or favoritism shown respecting those who paid and those who did not pay?—A. Not to my knowledge.

Q. Why did you contribute the \$5?—A. Because I differed from them in politics, and they knowing it, I deemed myself on hazardous ground. I made my contribution so as to keep my place. It was a matter of "your money or your life."

Q. I hand you a copy of a book from the Post-Office Department, entitled "China Mail Service." It appears from the report of the Postmaster-General that a certain number of those were bound, and that the cost of binding was \$2 each. State to the committee for what you would bind one copy in the same style, using the same quality of materials.—A. I will do one of those books for ninety cents. I will do one thousand for five per cent. off.

The CHAIRMAN. Gentlemen of the committee, I have here on the table the same specimens of binding from the library that we had yesterday. I have had Mr. Steele make examination of those specimens, including, as I am informed by Mr. Spofford, the various kinds and classes used in the library. These are numbered from one to eleven inclusive. I shall therefore ask the witness by numbers.

Q. Have you made examination of the binding of books for the Congressional Library?—A. I have.

Q. No. 1 is reported as having cost \$5. What would you charge for binding the same?—A. \$3.

Q. No. 2 is reported at \$1.25. What would you charge for it?—A. I would do it for fifty cents.

Q. No. 3 is reported at \$2. What would you do it for?—A. Fifty cents.

Q. No. 4 is reported at \$1. What would you charge?—A. \$1.30.

Q. No. 5 is reported at 1.25. What would you charge?—A. Fifty cents.

Q. No. 6 is reported at \$1.25. What would you charge?—A. Fifty cents.

Q. No. 7 is reported at \$1.25. What would you charge?—A. Forty cents.

Q. No. 8 is reported at \$2. What would you charge?—A. Eighty cents.

Q. No. 9 is reported at \$3. What would you charge?—A. \$1.30.

Q. No. 10 is reported at \$4. What would you charge?—A. \$1.50.

Q. No. 11 is reported at \$4. What would you charge?—A. \$2.75.

Q. The specimens on which you have been examined cost the Congressional Library, as reported by the Public Printer, \$29. What is the gross amount you would charge for the same books?—A. \$13.05.

Q. In making your estimates have you left a margin for profit?—A. Yes.

Q. About how great a margin?—A. About thirty-five per cent. on an average.

Q. The actual cost to you, therefore, would be \$3.49 or thereabouts?—A. Yes, sir.

Q. Have you estimated on those books by the quantity, or simply in this way: If A or B should bring them in, would you do them in the same way and for the same price?—A. Yes, sir.

By Mr. BALLOU:

Q. If the Government office were well managed, and its purchases made in open market, could it not do the business cheaper than private individuals could afford to do it?—A. I think it could, properly managed, on a basis of honesty and propriety.

Q. If the business of the Government were as well managed as private individuals would manage theirs, would not the profit which private individuals would make come to the Government?—A. Yes, sir.

By Mr. SINGLETON :

Q. Could you have bought from Campbell & Armstrong, or any other firm, the articles mentioned in the Congressional Printer's report, as to which you have testified, at a much less price than the Congressional Printer paid for them; and, if so, state at what per cent. less they could have been bought?—A. In answer to the first part of the question, I would say yes. In answer to the second part, I would say from 50 to 70 per cent. less.

Q. You find several of the employes are credited with 313 days' labor in one year; is it at all possible that any such number of days' work was done during such year?—A. Yes, sir; it could be done by working over-time. To illustrate: we worked on the Ninth Census every day and did one and one-half day's work every day. A day's work was 8 hours, and we worked 4 hours besides.

By the CHAIRMAN :

Q. Was money paid for overwork at the same rate that was paid for regular labor?—A. Yes, sir.

By Mr. SINGLETON :

Q. Could this number of days have been credited without overwork having been done?—A. I think not. It is impossible, because there are holidays.

Q. How many holidays are there in the printing establishment during the year?—A. Five—New Year's; 30th May, to decorate soldiers' graves; 4th July; Christmas, and, after the President proclaims it, Thanksgiving day; besides others made by the President's proclamations.

Mr. Ballou asked me if I thought that the Government printing would be best if conducted on proper principles. It is a matter of opinion, but so far as my knowledge goes, I think that the management of this concern has been characterized by nothing but extravagance and mismanagement to the last degree.

I find here in the last paragraph on page 2 of Mr. Clapp's report ending September 30, 1875, that the amount realized during the year, from the sale of paper-shavings, imperfections, documents, Congressional Records, &c., is \$34,580.35, which has been deposited in the United States Treasury according to law. I fail to find, on further examination, that he has reported any other receipts coming to the Government Printer from any other source, except it is included in the word "&c." You will observe there is not one word said relative to binding that has been done for private individuals. I now stand here, and say, and will now make the public offer, that I will give bonds in \$100,000, and I will contract to pay \$25,000—yes, and put \$5,000 more on it—if I can have the privilege of buying the shavings from the Government shop, as an honest business transaction; and I will put my own man there, with no expense to the Government, to see that I am fairly dealt with.

By the CHAIRMAN :

Q. You mean for shavings, imperfections, and all the waste and private work done, and all?—A. Shavings and imperfections only, not for the private work.

Q. Does your offer apply simply to the shavings and imperfections in the bindery?—A. Yes, sir.

By Mr. SINGLETON :

Q. Do you know of any good reason why the Government Printing Establishment cannot be conducted as cheaply as any private establishment of like character?—A. I do not.

Q. Do you know of any insurmountable difficulty in the way of securing any compositor, binder, or other necessary laborer, by the Government, as cheaply as by any private establishment in this city?—A. I do not.

Q. Is it, in your opinion, in the power of the Congressional Printer to secure the necessary skilled labor to carry on this establishment in such a manner as a private enterprise would carry it on, and on the same terms?—A. It certainly is.

By the CHAIRMAN :

Q. How much do you pay your hands?—A. On first-class book-work, from \$20 to \$21 per week. On common work, \$13; on extra blank-book work, \$25 a week.

Q. How many hours do you call a day's work in New York?—A. Ten hours.

Q. Taking all the work in the Government bindery, what is your opinion as to the price paid for labor; is it too high?—A. Not one cent, taking into consideration the expense of living here.

Q. If prices are not too high in the Government office for binding, what explanation

can you give for excessive charges for binding done there?—A. A great desire for somebody to make money.

Q. Who do you mean by that?—A. If I individualize, I fear I slander some person. It is the same thing as characterizes almost everything attached to the Government. Persons having control of money desire to make as much as they can. My testimony comes from Mr. Clapp's own lips as in his own report, a public document given to the world.

By Mr. BALLOU :

Q. How could you or how could any one make money so as to defraud the Government, or in any way to get money from the business, having the accounts as they have?—A. A manufacturer of an article would naturally give them a bonus for his patronage. I purchased an immense lot of stock for a large concern in the West, and I have had dealers in binders' board make me offers of so much money to buy so much board from them, presuming that my employers would know nothing about it. I had the whole care of the binding department. The gentlemen were totally ignorant of that branch of the business. They relied on me to make that establishment make money. If they made money it was to my credit. On my leaving they told me it was the first year they had made money in that department. In that institution where I was employed as foreman, the prior foreman had made a rule that the shavings were a perquisite of the foreman. I hardly thought that was right, because it was not their property. It was my employer's property. I sold at one time about \$180 worth of shavings under their direction.

By the CHAIRMAN :

Q. Are there any other matters connected with the public binding that you have information upon?—A. No, sir.

A. R. SPOFFORD sworn and examined.

By the CHAIRMAN :

Question. Please state to the committee the manner in which the Congressional Library has its binding done, and by whom, and such other facts as may be of interest to the committee.—Answer. I would say in the outset that it is proper that the precise relation I sustain, as Librarian of Congress, to the binding for the Library should be understood by the committee. For this reason I suggest that I would like to make a three-minute statement. I am no party, in any sense of the word, to the prices charged by the Congressional Printer for binding done for the Library of Congress. There are no accounts or bills whatever presented to me at any time for the printing done in the course of any year or month. I have no knowledge of the prices charged in the books of his office, except what I have acquired within the last ten days by personal inspection, and for the first time of my being in office I became aware of what prices were charged. I went to the office and requested the chief clerk, H. H. Clapp, to let me see what prices were charged. He submitted the books, showing four classes of prices for the different sizes from folio to 12mo. The prices are before you; the folios at \$4, the quartos at \$3, the 8vos at \$2, and the 12mos and all smaller sizes at \$1.25. I put the question to him, knowing that we have thousands of small volumes bound, "Do you discriminate between the size of 12mo and smaller sizes?" He said, "No, sir; we charge all at \$1.25." That is the source of my information. In the time of my predecessor, in 1861, we procured binding to be done in Washington and Philadelphia; by Paulson & Nicholson in Philadelphia and by Lisset in Washington. Those prices were at the market-prices of the day. They were stipulated in advance in every case, and were estimated regularly and reasonably. Subsequently, about 1863, still under the direction of my predecessor, the whole of the binding was sent to the congressional bindery, and has ever since been done there. Every month I make out an order for the binding of so many. That order goes to the Congressional Printer, and the books come back from time to time as completed. I make a statement of the number at the end of the month. That is all I know about the matter. I, as the Congressional Librarian, have nothing to do with it; he, as the Congressional Printer, has the entire charge of the business. I can give no explanation as to his method of doing business. I only want to say that I am no party to his prices.

Q. Have you any control, even the slightest, over the charges made by the Congressional Printer for binding for the Library?—A. No, sir; not the slightest. I have no knowledge, of the nature of an expert, as to the mechanical business; but I do think, judging from what I hear, that the prices charged are much beyond what the binding could be done for. I have always been of the opinion that the magnitude of the binding is so great that there ought to be a bindery in the Capitol, under the care of an officer who should buy in open market.

Adjourned.

WASHINGTON, March 11, 1876.

GEORGE A. GANE sworn and examined.

By the CHAIRMAN:

Question. Where do you reside and in what business are you engaged?—Answer. I reside in New York City and am engaged in the business of binders' materials.

Q. What is the name of the firm to which you belong?—A. H. A. Gane's Sons & Co.

Q. How long has this firm been engaged in the business?—A. The house was established in this line of business about twenty-five years ago.

Q. Do you do a large business, considering the line which you are in?—A. We think we do as large as any.

Q. Have you, in times past, examined the report of the Congressional Printer so far as the same relates to purchases in open market of binders' materials?—A. I have.

Q. When was the examination made and what was the result of it?—A. We examined the Printer's report for the years 1873, 1874, and also for 1875. I found by examining the reports for 1873 and 1874, that the Government was paying for binding materials far higher prices than we should be willing to furnish the same goods for, so far as we could judge what would be the same goods from the Printer's report; it was somewhat obscure in not giving sizes and qualities of goods bought. I made a trip to Washington, and had an interview with Mr. Clapp, the Congressional Printer, and told him we should be glad of the chance to sell him some goods, and he referred me to Mr. Roberts, the foreman of the bindery. I did not consider that Mr. Roberts was the proper party to treat with. I did not consider that he had any authority in the matter or any say as to where the goods should be bought; so I told Mr. Clapp that I did not think it would amount to anything seeing Mr. Roberts, but that some time, if he saw proper to let us furnish him goods, we would like to send him some samples with prices, and he said he would look into it, and there might be a chance; and, if so, he would let us know.

Q. Did you, at the time you called upon Mr. Clapp, present a schedule of materials with the prices at which you would furnish them?—A. I did not.

Q. At what time, or about what time, was this first visit made to Mr. Clapp?—A. I should say about a year before we presented the schedule.

Q. Did you, at the time you called upon him, make a statement to him or let him know, in any way, that you could furnish goods cheaper than he had been getting them?—A. I did. The simple remark was made that we could furnish him goods to better advantage than he was buying them.

Q. He told you that he would look into it?—A. He did.

Q. Did he look into the matter, or did you hear from him at that time?—A. No, sir; not at that time.

Q. Did you ever afterward make an attempt to secure any of the business of the Government Printing-Office?—A. We did.

Q. State when you made the second application and all about it.—A. In January, 1875, we made extracts from the Printer's report of the previous year, showing what he had paid for binding material during that year, and against the said prices we placed the figures at which we would be willing to furnish the goods. We were, as I said before, only able to bid against some of the prices of which we had definite knowledge as to what the goods were, other goods being stated without anything in relation to sizes or qualities, simply giving the quantity and the prices paid, so that there was no chance to bid on them.

Q. State the amount and kinds of goods embraced in the schedule you speak of in round numbers.—A. The value of goods purchased in 1874, for which we made proposals to furnish them in 1875, would be about \$140,000. The following schedule will cover the kinds or varieties of goods: binders' cloth, imitation Russia cow-hide, raw-sheep, raw-calf, roans, parchment, gold-leaf, twine, marble-paper, albumen, supers, and binders' boards. The saving to the Government, had we furnished the goods at the prices given in our schedule, would have been about \$16,000 on the above-mentioned sum.

By Mr. BALLOU:

Q. This estimate is on qualities which the report specified sufficiently so that you could know that the quality would be equal to the quality required in the report?—

A. Yes, sir. We put the following preamble to our schedule: "The undersigned, dealers in book-binders' materials, doing business at 74 Reade street, in the city of New York, propose to supply the Congressional Printer with the articles embraced in the following schedule, being the same quantity and amount purchased by him last year, as per his last annual report, at the prices annexed; and we will give good and satisfactory securities that each and every article shall be equal in every respect to those furnished him heretofore."

Q. That was sent to him?—A. Yes, sir. This is a copy of the paper that was given to him.

By the CHAIRMAN :

Q. What followed the sending of this proposal ?—A. We received an order for samples of the various kinds of goods that we proposed to furnish, which we did furnish to the amount of \$203.51. The reply of Mr. Clapp to these samples was to the effect that the samples had arrived and were satisfactory, and that they could use the goods, and that undoubtedly from time to time we should receive orders from them.

Q. The proposal that you made was in January, 1875; when did you furnish the samples to Mr. Clapp ?—A. On the 7th of April, 1875.

Q. Upwards of two months after you had sent the schedule of prices ?—A. It would be; but we received the order for those goods, I think, in March, but there was a little delay in getting just the particular samples that we wanted to furnish him.

Q. After the reception of the answer to your samples, what followed ?—A. We received an order which was filled on June 12th, for about \$2,200 worth of goods.

Q. Have you received any order since that time ?—A. We have not.

Q. Do these two bills, one for samples sent, amounting to about \$203, dated April 7th, 1875, and this one dated June 12th, 1875, for about \$2,200, include all the materials that you have furnished the Government Printing-Office directly ?—A. They do.

Q. Have you made an examination of vouchers from the Treasury Department for binding materials purchased by the Congressional Printer in open market during the year 1875, up to September 30 of that year ?—A. I have.

Q. Please state to the committee the result of your examination and everything connected with it, of interest to the committee.—A. In examining these I find that on an amount of about \$66,000 worth of goods purchased during the year 1875, we are enabled to quote figures which would show a saving to the Government on that amount of about \$6,500. I also find that some goods which I have at lower prices than were paid by the Government Printer, could have been furnished by manufacturers of the articles at even less prices than we were able to quote, as middle-men. I find that the goods purchased during the year 1875 have been bought closer than they were in the previous years.

By Mr. BALLOU :

Q. You speak of the report not being clear; how could you tell how much he would have saved to the Government unless you know precisely the quality of goods in the report ?—A. We have only bid upon such articles as we were posted on, and knew what goods had been furnished to the Government. There has a vast amount of stock been furnished that we were unable to bid on at all, on account of that want of knowledge.

Q. In examining the vouchers from the Treasury Department do you find any articles specified in the bills there that you are unable to determine the quality of ?—A. I do.

Q. Do the bills show with sufficient certainty, for you, as a dealer in these materials, to determine the quality of the articles ?—A. Some of them do; but some show simply the name of the goods given, and the number of dozens, which shows nothing.

Q. Did you examine his report for the year ending June 30th, 1875 ?—A. I did.

Q. Is it possible for you to determine from the report the quality of goods purchased for binding purposes ?—A. Only in a few instances.

Q. In selling goods, when you make out bills, do you make such a description always as that any one would be able to judge of the quality of the goods which you sell ?—A. Usually, we do.

Q. Not always ?—A. Perhaps not always.

By the CHAIRMAN :

Q. Did you ever receive a notification from the Congressional Printer in regard to the purchase of binding material other than you have testified to here to-day? Did he ever make any effort, so far as you know, to obtain bids from various dealers in binding materials ?—A. He did not, to my knowledge, up to this time I have spoken of. I have understood that after this schedule was put in and he was crowded a little bit in that way, that he did make a show of asking prices of other people, but I have no definite knowledge of it.

Q. Did he make any application to you other than as you have stated ?—A. He did not.

Q. Of whom did Mr. Clapp purchase binding materials, judging by the vouchers from the Treasury Department ?—A. Messrs. John Campbell & Company.

Q. Anybody else ?—A. I did not see any vouchers from anybody else.

Q. Did Mr. Clapp purchase binding materials in quantity of John Campbell & Company, or their predecessors, prior to your first interview with him ?—A. He did.

Q. Has he purchased binding material from John Campbell & Co. since your proposition to him? Considering the large amount of binding material consumed in the Government Printing-Office, would it not be possible to obtain the same at even less prices than your schedule indicated ?—A. On some articles I should think it would. In making these prices in this schedule we made them high enough to save ourselves, to avoid any possibility of any loss, and when we came to furnish him samples of goods we did furnish them at even less prices than our schedule.

By Mr. BALLOU :

Q. Was the schedule which you made to the Government the same as you were selling goods for to others ?—A. The list of prices that we furnished the Government would have been prices that we should have been willing to furnish any large house of good standing ; we went on the principle that we were sure of our money and we could afford to take reasonable profits.

Q. But your regular prices that you sold at would be higher to others ?—A. I don't think we should average higher prices than those at which we offered these goods to the Government ; the prices which the Congressional Printer paid during the year 1875 for the goods we should have bid on have been as high, and in some instances higher, than we should charge for the goods in retail in lots of \$100 worth.

By Mr. SINGLETON :

Q. I understood you to say that you were not manufacturers of these articles, but dealers in them ?—A. We are not manufacturers of everything that we deal in, but of some of them we are the manufacturers. We are importers and manufacturers. We handle very few goods from other manufacturers in this country. The bulk of our business is in goods we manufacture or import directly ourselves.

Q. Had the Congressional Printer listened to your first proposition to furnish binding materials and given you the contract to furnish them for the year 1874, what amount would have been saved to the Government ?—A. The saving on the amount of goods that we were able to bid for, amounting to \$140,000 in round numbers, would have been about \$16,000.

Q. Why is it that you could not bid on the balance of the material that was furnished for the year 1874 ?—A. On account of the documents having nothing to say as regards the quality and the size of the stock, and the goods being goods which go entirely by sizes and qualities. The report showed nothing but the bare fact of the goods having been bought—so many dozen, or so many pieces, at such prices—so it explained nothing, and we could not bid on them understandingly.

Q. Does or does not a report made out in this way, without showing sizes, qualities, and character of materials, admit of great room for fraud and overcharges ?—A. It does. Take, for example, leather ; it is an article which goes entirely by sizes and qualities, quality being a very important consideration in these fine leathers, and we have only bid on such leathers where we knew definitely what they were. For example, a dozen of Turkey morocco might be put down in the Congressional Printer's report at \$50, with nothing to explain what kind, quality, or size of morocco it was ; it may have been a dozen of morocco worth only \$25, and we have, in consequence, not been able to bid at all upon moroccos, and that is an item where there is the greatest chance for what we speak of ; that is the difficulty that we have labored under all the time in attempting to quote prices.

By Mr. BALLOU :

Q. In making out a bill for moroccos, for example, what would you say in the bill beyond stating the prices, to describe the quality of the goods ?—A. We would state the sizes, whether double X, single X, ones or twos ; we would state the qualities, whether first, second, or third. It is customary to give the sizes and qualities of such stock when billing it.

By Mr. SINGLETON :

Q. You say you have examined the vouchers filed by the Congressional Printer with the Treasury in settlement of his accounts ?—A. I have.

Q. Do those vouchers show properly the quality of the material which he purchased ?—A. In the majority of instances they do not. Occasionally, here and there throughout the bills, there is an item where it is put down definitely enough for us to know exactly what the goods were.

Q. In the cases where they do not make this showing, is it possible for any business man to understand properly, from the vouchers themselves, or his report, what quality of materials he had purchased ?—A. It is not possible.

Q. Had all these goods or materials been bought from the manufacturers themselves by the Congressional Printer, would an additional amount have been saved to the Government ?—A. I should say there would.

Q. Were the materials of which you know the character, and which you know to have been furnished the Congressional Printer, of first class ?—A. Not in all cases. There is one very important item in the account, in which I do not think he has had the best quality of goods.

By Mr. BALLOU :

Q. Do you discover that in the bill or from other sources ?—A. From another source. The bill does not show the size or quality. I discover it from knowing what the goods are and where they are made.

By Mr. SINGLETON :

Q. Taking the goods which you know to have been furnished, state at what per cent., in excess of the wholesale prices that would be paid by large private binders, upon an average, when bought from manufacturers, those goods were furnished to the Government.—A. We should be glad to furnish the goods at 10 per cent. less than he has paid for them during 1875, such goods as we have been able to pick out and know what they are; and I should judge that the balance were furnished at the same rate.

By the CHAIRMAN :

Q. Could you have furnished goods prior to January, 1875, at the prices stated in the schedule given the Congressional Printer, and would you have been willing to furnish goods at the same prices during 1875?—A. We should have been willing to furnish goods during the year 1874 at the prices mentioned in the schedule, and also during the year 1875, and for some goods, during 1875, we should have been willing to have taken even less for them, on account of some fall in the price of those goods.

Q. In the schedule furnished the Congressional Printer in January, 1875, did you mention the article of binding-cloth?—A. I did.

Q. What price did you place binding-cloth at?—A. We quoted two prices for two kinds; one kind being known as common colors, and the other as fancy colors. We quoted for common colors \$7 per piece; for extra or fancy colors \$10 per piece.

Q. Did you send him samples of your binding-cloth?—A. We did.

Q. Did he order any of you?—A. He did.

Q. How many pieces did he order of you?—A. In all, 102 pieces.

Q. At what price?—A. At \$7 per piece.

Q. I hand you now the Congressional Printer's last report; please state how many pieces of binding-cloth he bought at \$7 per piece, during the year 1875.—A. 102.

Q. It does not appear from that report, therefore, that he purchased binding-cloth at less price than you agreed to furnish it at?—A. All the other binding-cloth bought during the year was bought at higher prices. Of the binder's cloth bought, amounting to \$5,861.50, we furnished 102 pieces, amounting to \$714; for that which we did not furnish, he pays a variety of prices, from \$7.50 up; but of the kind corresponding with the 102 pieces that we furnished, he bought 14 pieces at \$7.50, and 517 pieces at \$7.75.

Q. By examination of the Congressional Printer's report for the year ending September 30, 1874, I find one item of 112,918 feet of cowhide, imitation Russia, at 26 cents per foot, amounting to \$29,358.68; had you proposed to furnish this article, and, if so, at what price; and if he had purchased of you instead of as he did, what would have been the saving to the Government in this one item alone?—A. In our schedule of prices we quoted 23 cents per foot for this cowhide, which would have shown a saving to the Government of \$3,431.26. When we furnished the samples, on April 7, we were able to offer this leather at 21 cents per foot.

Q. When you sent samples to him did you include this article of cowhide in the lot sent?—A. We did.

Q. How many skins, and what was the price per foot?—A. Two sides, measuring 42½ feet, at 21 cents per foot.

Q. Did he purchase more of this article than the two sides you sent him during the year; and, if so, state the amount and the price paid by the Congressional Printer.—A. He did purchase more, and at 25 cents per foot, the amount being 1,632 feet, just about 16 or 17 per cent. in excess of what we would have charged.

By Mr. BALLOU :

Q. Do you know that the purchases that he made at 25 cents were after you had furnished him with the samples at 23 cents? Might not they have been made before?—A. About two weeks after we furnished the two hides, he purchased 20,720 feet.

By the CHAIRMAN :

Q. By examination of the last report of the Congressional Printer, page 36, I find that 26,816 feet cowhide, imitation Russia leather, was purchased at 21 cents per foot. From your examination of the vouchers in the Treasury, were the purchases aggregating this amount made after your samples had been furnished at 21 cents per foot?—A. They were.

Q. What would have been the saving to the Government in case you had furnished this leather at your prices?—A. \$804.48. There is one statement in regard to cowhide that I wish to make to the committee. I wish to state that the cowhide which we sent samples of at 21 cents per foot, was what is known in the trade as the Eagle brand, an acknowledged superior make of leather. I am acquainted with the makes of leather which have been used in the Government bindery, and I have no hesitation in saying, and I think the facts will bear me out, that the Eagle leather is the best made in the country.

By Mr. SINGLETON :

Q. Are there any makes of cowhide that command a higher price than the Eagle brand, which you offered at 21 cents?—A. There are not, if bought at first hands.

HENRY FRANZ sworn and examined.

By the CHAIRMAN :

Question. Where do you reside and in what business are you engaged?—Answer. I reside in New York. I am engaged with H. A. Gane's Sons & Co., as traveling salesman. I have been engaged with them five years.

Q. Have you examined the reports of the Congressional Printer for the past two or three years, as well as the vouchers from the Treasury Department showing the purchases, and from whom purchased, of binding materials?—A. I have only examined the last report thoroughly and the vouchers.

Q. Have you heard the testimony of Mr. Gane before this committee, and are you prepared to state whether it is correct?—A. I did hear the testimony, and I think it is correct, to the best of my knowledge and belief, regarding the quality of goods, prices, &c.

By Mr. SINGLETON :

Q. Do you know whether the Eagle brand of cowhide, imitation Russia leather, is equal or superior to any other make?—A. It is fully equal to any other make.

Q. Does it command as high a price in market as any other?—A. Yes, sir; it commands as high a price as any other.

Q. Have you examined that schedule furnished by Messrs. Gane's Sons & Co. to the Congressional Printer?—A. I have.

Q. Are the materials there proposed to be furnished to the Congressional Printer of their class equal to the materials furnished by any other house?—A. They are fully equal.

Adjourned.

WASHINGTON, *March 15, 1876.*

GEORGE W. GARNER sworn and examined.

By the CHAIRMAN :

Question. Where do you reside and in what business are you engaged?—Answer. I reside at Flushing, Long Island, and am engaged in the business of binders' materials at 164 William street, in New York City.

Q. How long have you been engaged in this business?—A. I was clerk in the same firm of which I am a member now for four years, and have been a partner for about two years. I became connected with the house in 1869. The name of the firm when I became connected with it was Campbell & Armstrong. Mr. Armstrong died, and after his death the firm was called John Campbell & Co.; I am the "company." That has been the firm since the 1st of January, 1874.

Q. How long has your house, or the house that you are now connected with, furnished goods to the Government Printing-Office?—A. About seven years.

Q. Did the house commence furnishing goods about the time that Mr. Clapp became the Government Printer?—A. That I cannot say; I was not there when they commenced furnishing goods.

Q. What amount of business did the house do when you first became connected with it?—A. I could not answer that definitely.

Q. Were you the book-keeper of the house?—A. I became book-keeper in 1870.

Q. What was the amount of business done by the house in 1870?—A. On a rough estimate it would be about \$250,000.

Q. What is the present amount of business done by the house?—A. About \$300,000.

Q. About what amount of goods do you annually furnish to the Government Printer?—A. I would say from \$125,000 to \$150,000—say about \$150,000; last year it was considerably less than the year before.

Q. Have you furnished the Government Printing-Office with the general run of binders' materials used therein?—A. Yes, sir.

Q. Did you bring with you when you came to Washington your books and bills showing the amounts of goods sold during the past two years, together with the bills of purchases by your house of said goods?—A. Yes, sir; with the exception of a few bills bought for cash.

Q. The books that you brought, however, as I learn from examination of them with you, do not cover the cost of goods imported nor the cost of articles purchased by you for cash?—A. No, sir.

Q. Have you books that show the cost of such purchases?—A. Yes, sir; I have got one book now of imported goods, the invoice-book.

Q. We have made together an examination of your books and compared them with Treasury voucher; do your books, taken together, exhibit the true amount of profit received by you from the various sales made to the Congressional Printer?—A. Yes, sir.

Q. Do your books show the various articles sold to the Congressional Printer in such a way that, by an examination of them, those articles could be identified and their quality and kind, in all cases, known?—A. Yes, sir; I think they do, on the whole. There may be exceptional cases, but I think, on the whole, they do.

Q. Do you give the quality of goods where there are several qualities of the same sort in your bills and on your books?—A. No, not in all cases. Some cases we do and some cases we do not.

Q. Your answer being true, how is it possible, from an examination of your books, and an examination of the bills rendered to the Congressional Printer, and an examination of vouchers rendered to the Treasury upon which you draw your money, to arrive at the quality of the goods you furnish?—A. Only in regard to the price.

Q. Referring to your books of account, I find a bill to Mr. Clapp under date February 23, 1874; is it possible, by an examination of this book, to arrive at the quality of goods furnished in that bill without your personal explanation accompanying it?

Mr. SINGLETON. From the book itself, if it were put in the hands of a stranger?
A. No, sir.

By the CHAIRMAN:

Q. Consequently, taking all the data you have, it is impossible to arrive at the quality of goods furnished, without you are put upon the stand and questioned in regard to them?—A. Yes, sir.

By Mr. BALLOU:

Q. Is there any reason that you had for not making the charge on the bill complete, so that it could be fully understood by the purchaser or any other person—for not describing fully the qualities?—A. They could not be described; that is, the various grades, unless I put one, two, three, four, according to the cost of the goods, and according to how we pay; they could not be designated on the books, even supposing I put "best," "medium."

Q. There is no way in which you could describe it?—A. No, sir.

By the CHAIRMAN:

Q. That would describe it?—A. Well, I could say "medium."

By Mr. SINGLETON:

Q. Are there not particular brands of these skins?—A. Yes, sir.

Q. Could you not describe them by the brands, therefore, or the make, so that every man in the world who dealt in those materials would know, when you stated a certain brand or make, what the quality was?—A. No, sir; I can show you that in our bills with other houses we do not do it.

Q. I am not asking you whether you do it or not, but whether it could not be done. I want to know if you keep any articles in your establishment for sale the quality of which you cannot describe. Is it possible that a merchant has goods to sell and cannot describe the goods on his books or in bills that he makes out; do I understand you to say that?—A. I can describe them.

By the CHAIRMAN:

Q. You can, but your books do not?—A. No, sir.

Q. How would you describe them?—A. We have a grade of goods running from one to two dollars' difference. There is no way to describe it.

Q. How do you invoice it?—A. As so many dozen of blue morocco. We buy it just as it is.

By Mr. SINGLETON:

Q. Suppose you wanted to send to the manufacturer in England for a certain amount; how would you know what kind of article you would receive unless you described it?—A. We do not always get what we want.

Q. How can they tell what you want?—A. We order a certain size.

By Mr. BALLOU:

Q. If I were to order blue morocco that would vary from \$12 to \$36 per dozen, how would you know what to send me?—A. In that case I would send you blue morocco, which would be the cheapest.

Q. Suppose I did not like it?—A. Then you would return it.

Q. And suppose I wanted something else?—A. You would give the size you wanted—perhaps for so many books.

Q. And would you make the bill out precisely the same except the price?—A. Yes, sir.

Q. And is it your custom, and the custom of dealers generally, to make bills without any more definite description of such kinds of goods?—A. I believe it is.

By Mr. SINGLETON:

Q. Do you know anything about how other people make out bills?—A. Of course I never see other people's books. I misunderstood Mr. Ballou's question.

By the CHAIRMAN:

Q. If you were to receive an order not specifying the quality, or size, or price, and the article you had on hand varied in price from \$12 to \$36, and you were not able to discover from the order what kind was wanted, would you send it without first ascertaining the sort wanted?—A. I would generally send the goods.

Q. How would you determine what to send?—A. I would only take my own opinion.

Q. Are you makers of gold-leaf?—A. No, sir.

Q. Who do you buy gold-leaf of?—A. William Value.

Q. Does not the Congressional Printer use a considerable quantity of gold-leaf?—A. Yes, sir.

Q. I find on examination of the Treasury vouchers that at least twenty-one purchases of gold-leaf were made by the Congressional Printer during the past two years. State if in every instance you purchased the gold-leaf of Value?—A. Yes, sir.

Q. Is he a maker of gold-leaf?—A. Yes, sir.

Q. Is the statement which I hand you a correct one as shown by your books?—A. Yes, sir.

Q. The statement which I hand you shows that \$13,343.50 was expended by you for gold-leaf, for which you charged the Government a profit of \$1,617.50?—A. Yes, sir.

Q. Would it be possible for the Congressional Printer to buy gold-leaf directly from Mr. Value?—A. That I cannot say.

Q. Do you know of any reason why he could not buy directly of Value?—A. No, sir; I do not.

By Mr. BALLOU:

Q. Do you know any reason why he could not buy from Mr. Value as cheaply as you?—A. I do not think he could.

By the CHAIRMAN:

Q. Why could he not buy as cheaply as you?—A. Because such men give us a special price, being dealers.

Q. In other words, you have advantages as dealers?—A. Yes, sir.

Q. Would not Mr. Clapp, being such a large consumer, be enabled to have the same advantage as you? Do you know of any reason why he would not?—A. No, sir.

Q. I find you purchased \$879.75 worth of imitation gold-leaf, and you sold it to the Government at a profit of \$570.25?—A. Yes, sir.

Q. Do I understand you to say that on an investment of \$879.25 you realized a profit of \$570.25?—A. Yes, sir.

Q. Where is Mr. Vallean's establishment?—A. In New York City.

Q. Do your books show that every time you received an order from the Congressional Printer you purchased from Vallean just the amount ordered by the Congressional Printer during the past two years?—A. With one exception, to my knowledge, they do.

Q. Were the purchases made before the reception or after the reception of the order of Mr. Clapp?—A. Occasionally before.

By Mr. BALLOU:

Q. Do you purchase of Vallean, where you make those special orders, as cheaply as you would if you made a large purchase at one time and kept the goods on hand?—A. Yes, sir; just the same.

Q. So you get it for the same price as though you purchased a large amount?—A. Yes, sir.

Q. What proportion does the gold-leaf you sold to the Congressional Printer bear to that sold to other parties?—A. About \$50 to the Congressional Printer to \$1 to outside parties.

By Mr. SINGLETON:

Q. Did Mr. Clapp know that you bought those materials from Vallean?—A. Not to my knowledge.

Q. Does not the gold-leaf show from what house it comes?—A. Yes.

Q. Could he fail to know from what house it came?—A. Of course I do not know; every pack is stamped with Vallean's name.

By the CHAIRMAN:

Q. Is this paper, which I hand you, a correct exhibit, from your bills and vouchers, of the profits made on various sales?—A. Yes, sir.

Q. On one sale of \$4,452 of law-calf did you realize a profit of \$1,264?—A. Yes, sir.

Q. What profit per dozen have you made on law-calf sold to the Government?—A. Six, and perhaps eight, dollars per dozen.

Q. The sum-total of the profits you and I examined amounted to \$13,015.94. In all cases, with but few and immaterial exceptions, were the articles purchased by you from other parties?—A. Yes, sir.

Q. Dealers in or manufacturers of the articles sold to the Government?—A. Manufacturers of, as I remember.

Q. Would Mr. Clapp have the same opportunity of purchasing those articles from the manufacturers as you had?—A. I do not think so.

Q. Do you know any reason why he would not have the opportunity of purchasing, as he deals in large amounts?—A. Only as we have been dealers, they always give us lower prices than consumers.

Q. Do you know whether or not the Congressional Printer ever made an attempt to get the prices of those various articles from the manufacturers of them?—A. I do not.

By Mr. BALLOU :

Q. Can you give the approximate average of the profits?—A. On our sales about 15 per cent.

By the CHAIRMAN :

Q. Were you enabled, in the majority of cases where you made purchases for the use of the Government Printer, to receive your money from the Government and make your payment to the parties you purchased of without having to advance the money out of your own house?—A. I generally waited till I got the remittance.

Q. What connection has your house had with the Government Printer?—A. Only business relations.

Q. How long has your house had connection with him?—A. Almost seven years.

Q. Have you received the full amount of money for all the materials sold by your house to the Congressional Printer?—A. Yes, sir.

Q. Were they paid by checks or drafts?—A. Yes, sir.

Q. Describe the checks or drafts.—A. They were on the subtreasury of the city of New York.

Q. Were they drawn directly by Mr. Clapp?—A. No, sir; we received them from A. M. Clapp, drawn on the Treasury.

Q. Were all those checks or drafts on the United States Treasury and payable to the order of your house?—A. Yes, sir.

Q. Were they payable to bearer?—A. No, sir.

Q. Have you received, in payment for all of your bills, any other check than on the United States Treasury?—A. No, sir.

Q. Have you or has your house ever sent to Mr. Clapp, or any one connected with the Government office, any money or check; and, if so, for what purpose?—A. No, sir.

Q. Never a cent?—A. No, sir.

Q. Did you ever sign any voucher in blank?—A. No, sir.

Q. Do you receive in your store every package of goods which you send to the Government office, and do you examine the same?—A. With a few exceptions, we do.

Q. What are the exceptions?—A. There is a case to my knowledge, when Mr. Campbell ordered some sheep to be sent directly from J. S. Rockwell & Co.

Q. Have you not on more than one occasion sent Chicago leather directly to Washington?—A. No, sir; not to my knowledge.

Q. Do you know whether your house has or not?—A. Not to my knowledge.

Q. When did you arrive in Washington after receiving subpoena to attend before this committee?—A. At 12 o'clock Monday night.

Q. Did you directly or indirectly inform any one in this city of your coming, by telegraph, or do you know, or have you reason to believe, that any one sent such information?—A. No, sir.

Q. Did you see any one connected with the Government office before you came to the committee?—A. Yes, sir.

Q. Who?—A. Mr. J. H. Roberts.

Q. Who is he?—A. Foreman of the Government bindery.

Q. The man who has control of the goods which you sell?—A. Yes. I called on Mr. Roberts in the morning, to be informed where I could find the committee-room. I did not go in. I was not three minutes there.

Q. Have you better facilities than any other house doing a like business and equal to your own, of making purchases at less figures?—A. Not to my knowledge.

By Mr. BALLOU :

Q. You took particular pains to get such kinds of goods as were wanted by the Government?—A. We do.

Q. Do they want goods different from what the trade generally wants?—A. They generally want certain articles that the general binder does not.

By Mr. SINGLETON :

Q. Why do they need it different from others who put up books in the same way?—A. That is to their liking, of course.

By the CHAIRMAN :

Q. Do they require you to furnish first-class articles ?—A. They do.

Q. And have you furnished first-class articles ?—A. We have.

By Mr. BALLOU :

Q. Do you sell to the Government as cheap as to others ?—A. In some cases.

Q. Do you charge the Government more than others ?—A. About the same.

Q. Could you not afford to sell to the Government, knowing the amount the Government takes, for a per cent. less than what you sell to others who take small amounts ?—A. Yes, sir.

Q. Do you have advantages over others in the trade for buying low or selling high ? Could you get more than the market-prices for your goods, and do you have advantages over others in getting for less ?—A. In some cases we could.

Q. How could you buy less than others, or sell higher than the market ?—A. Some parties take special brands of cowhide, and the consumers prefer our cowhide to the other brands. We can always get a higher price.

Q. Could the Congressional Printer buy of you, a middleman, as low as he could buy of the manufacturers ?—A. In some cases he could, in some cases he could not, because we are, in some instances, manufacturers.

Q. Could you afford to sell to the Government at a less profit than you do now ?—A. Yes, sir.

Q. How can parties sell those various goods for less than you ?—A. I do not know.

Q. If we should have persons come in here and say they could furnish 10 or 15 per cent. less than you are selling, what would be your judgment ?—A. They could not do it and furnish the same articles.

Q. Would not the Government do better to make purchases in open market than they could do with you ? Do you not charge more than what the Government would get them for by going into open market ?—A. In some cases, perhaps, they would and in some cases they would not.

Q. Does not the Congressional Printer, or any agents of the Congressional Printing-Office, in any way or manner, directly or indirectly, receive any consideration on account of purchasing of you ?—A. No, sir.

Q. What would be included as expenses, so as to get your net profits ?—A. That I cannot say.

Q. What are the things which you bring in ? Do you reckon in this profit taxes, insurance, &c. ?—A. Yes, sir.

Q. If you buy your gold-leaf you pay \$100; you sell it to the Congressional Printer for \$125. What can you call that \$25 ? Does not your rent, &c., come out of that ?—A. Of course; but we do not notice that. That will be reckoned in the general account at the end of the year.

Q. Then there would be a great difference between the apparent and the real profit ?—A. Yes, sir.

Q. The apparent profit is much larger ?—A. Certainly.

Q. Are there some kinds of goods the quality of which cannot be described but as selected by fitness and adaptability for particular work ?—A. Yes, sir.

By Mr. SINGLETON :

Q. What amount of capital did you put into that establishment when you entered into partnership ?—A. I was taken in without capital.

Q. What proportion does the amount of business which you did at the beginning of your partnership with the outside world bear to the business which you did with the Congressional Printer ?—A. About \$150,000 with the Congressional Printer and \$100,000 with others.

Q. What proportion have you been doing of late years with the Congressional Printer ?—A. Our business at present is \$300,000, and business with the Congressional Printer \$125,000.

Q. What has been the average business with the Congressional Printer ?—A. About \$125,000.

Q. For what time ?—A. Two years.

Q. I am talking from the time the house began business.—A. I should judge the average would be \$150,000.

Q. From your books, could a stranger determine the quality of the goods furnished the Congressional Printer and the justice of the prices charged ? Could an expert tell anything about the quality of the goods ?—A. In some cases he could and in some cases he could not.

Q. Suppose those books were brought into a court of justice, do they so explain themselves that a jury would be able to determine as to the quality of goods charged and the justice of the prices charged ?—A. That I cannot say.

Q. Don't you know that no set of men could take those books and, from the books

themselves, determine the quality of the goods charged and the justice of the prices?—A. That I cannot say.

Q. Should a man keep a set of books in such a way as that nobody but himself can understand them; that, when brought into court and exhibited, they do not give such explanation as the parties can understand what they mean?—No, sir; he should not.

Q. Are your books kept in such a way as that any expert could tell what they mean, without any explanation given by yourself?—A. In some cases they could and in some cases I believe they could not.

Q. What inducements have you held out to the Congressional Printer to buy goods from your house, as middlemen, instead of buying from the manufacturers?—A. To my knowledge, the house has held out no inducements.

Q. Can you give any good reason to satisfy the minds of the people why the Congressional Printer should have continued to buy goods from your house at a heavy profit to you instead of buying them directly from the manufacturer?—A. Only dealing with a reliable house which deals in those materials, and which keeps a full stock to meet its demands.

Q. Do I understand you to say that yours is the only reliable house which deals in those materials?—A. No, sir; not at all.

Q. Are not the manufacturers of the various articles you deal in—as, for instance, Vallean and others—quite as reliable men as your house?—A. Yes, sir.

Q. Why should you say that that is an inducement to buy from you instead of buying from the manufacturer?—A. We keep a general stock, and supply all those goods from the various manufacturers.

Q. In the matter of gold-leaf, what amount do you keep on hand outside of what you sell to the Government?—A. We keep a small stock. Things we can supply we do not keep on hand, but buy from manufacturers.

Q. Is not this the case in most of the materials you sell to the Congressional Printer, so far as the value of them is concerned?—A. Yes, sir.

Q. In the articles which you sell to the Congressional Printer, what proportion of them do you buy from the manufacturers after you receive orders from the Printer?—A. About two-thirds.

Q. What proportion of the goods you sell to the Congressional Printer have you manufactured heretofore?—A. None.

Q. Do you manufacture anything in the name of John Campbell & Co. in a factory which belongs to that firm?—A. No, sir. We buy the goods in the rough, and have them made up.

Q. You have no manufactory of your own?—A. No, sir.

Q. Then you buy all your goods which you sell to the Congressional Printer from manufacturers?—A. We import and buy from the manufacturers.

Q. Can you give any good reason why the Congressional Printer should not go to those manufacturers and make his own terms with them, being as large a dealer as he is, and save the profit which he pays to you as middlemen?—A. I have none.

Q. Have you not charged the Government higher prices in most of the articles which you have sold to the Congressional Printer than you charged private individuals?—A. I do not know that I have. In some cases I do.

Q. You say that you have charged the Government higher prices in some cases. Please state on what articles.—A. I cannot remember any particular articles.

Q. How, then, can you say, if you do not recollect any particular article, that you have charged higher prices than you have charged private individuals in some instances?—A. By the general prices.

Q. By the general prices on what articles?—A. Cowhide, cloth, sheep, gold-leaf, calf; that is all, I believe.

Q. Do not those articles cover a majority in value of the articles sold to the Government?—A. Yes, sir.

Q. Have you been in correspondence with the Congressional Printer of late?—A. No, sir.

Q. No letter passed between you since this Congress met?—A. No, sir.

Q. Nor with anybody else about the office?—A. I have received business letters from Mr. Roberts; that is all.

Q. Were you acquainted with the fact that this investigation was going on?—A. Yes, sir; that is, I was made aware through the papers.

Q. Have you not had some conversation on that subject with somebody in the office?—A. No, sir.

Q. Nobody has written a letter to you on the subject of this investigation?—A. No, sir.

Q. Nor to any member of your house, that you know of?—A. No, sir.

Q. Nor to the firm?—A. Nor to the firm.

Q. Can you state why you did not bring the balance of your books, which you were instructed to do under the *subpoena duces tecum*?—A. At the time I thought I was bringing all the books which were wanted.

Q. Have you any books at home which would throw any light on the subject of inquiry here to-day?—A. I have my import-book, and no other book except my cash-book, just cash sales; little items which I may have bought.

Q. Does your house keep a cash-book?—A. Yes, sir.

Q. Have you that cash-book with you?—A. No, sir.

Q. Does that cash-book show the amount paid by Mr. Clapp, and the manner in which it was paid—through whom, and when?—A. No, sir.

Q. Have you any book with you which does show the full amount of cash?—A. Yes, sir.

Q. Does that book show the amounts received from Mr. Clapp, how paid through him, whether by check or draft, or otherwise, and when?—A. My book shows the credit by cash of the amounts received from A. M. Clapp, Congressional Printer, and shows nothing further.

Q. Have you any other books in your possession which show the history of the money transactions between the Congressional Printer and your house?—A. Yes. We have a balance-book, which shows the same as this book.

Q. I understand from you that you have no book which shows how the money was remitted to you from the Congressional Printer, whether by check, draft, or otherwise, except the one which credits him with so much cash as it comes in?—A. Yes, sir.

Q. I see here, page 31 of the last report of the Congressional Printer, in regard to binding materials, 517 pieces, at \$7.75, and ask you if that is not above the price in New York for such articles, sold in large quantities.—A. Yes, sir.

Q. What per cent. could it be bought for from the manufacturers less than you sold it for?—A. I do not know.

Q. If you cannot tell the difference between what you charge the Government and what they could buy it for from other parties, how can you state that you have sold to the Government those articles on as reasonable terms as it can be bought?—A. I cannot state.

Q. I understand you to say that, dealing in that article, you do not know the market-price of it?—A. Yes. There is no real market-price for cloth at the present day. It will vary in three prices on running-room to-day in New York City.

Q. There is no fixed price?—A. No, sir.

Q. While others have reduced their prices for that material you still hold to the old price, and sell it to the Government for that price?—A. Yes, sir.

By Mr. BALLOU:

Q. What interest had Ganes in breaking down the prices?—A. He came to the market and was selling a different article of English cloth as Wilson cloth, and broke the market by offering this article as the same article that we were importing.

Q. His reduced prices are not on the same article that you sell?—A. No, sir.

Q. But something that answers the same thing?—A. To a certain extent.

By Mr. SINGLETON:

Q. I will ask you if Russia cowhide leather, for which 25 cents has been charged the Congressional Printer, could not have been bought at 21 cents in the market?—A. It can be bought for 21 cents.

Q. Did you not buy at that price yourself?—A. Yes, sir.

Q. I find 111 pieces of tiple leather, at \$20. Could not that be bought from \$16 to \$18?—A. Yes, sir.

Q. I find 1,256 dozen law-sheep, at \$12 per dozen, charged in the Congressional Printer's report. Could it be bought from \$10 to \$11 per dozen?—A. Yes, sir.

Q. Could it not, and did you not yourself buy it for \$9.50 per dozen?—A. Yes, sir.

Q. I find 125 dozen roans charged at \$10.50 per dozen. What could it have been bought for in the market?—A. For about \$9.

Q. I find here that there is charged 71,250 pounds of binders' boards, for which the Government is charged 6 cents per pound. Could it have been bought in open market for 4 or 4½ cents?—A. No, sir.

Q. What did you pay for those binders' boards?—I paid from 4 to 5½, and for some trunks 6 cents.

Q. Here is thread, 2,023 pounds, at \$1.15. He says the retail price is 90 cents per pound.—A. He is mistaken.

Q. How low did you buy it?—A. 20 per cent. below what we charged.

Q. They cost you within 20 per cent of what you sold it for?—A. Yes, sir.

Q. I find 12 dozen folders, at \$3 per dozen, charged in the Government report. Could they not be bought at \$1.20 per dozen?—A. No, sir.

Q. They cannot be bought for \$1.20?—A. No, sir.

Q. What could they be bought for?—A. \$1.75.

Q. Is there more than one sort in the trade?—A. Yes, two; there is a folder for which we charged \$1.50 per dozen.

Q. Are those the sort you sold to the Government?—A. No, sir.

Q. What do you sell to the trade for?—A. The same price, 10 per cent. off.

By the CHAIRMAN :

Q. Does the same answer which you have made apply to other articles?—A. It applies in all cases, but the per cent. runs from 5 to 10 cheaper than to the Government.

By Mr. SINGLETON :

Q. I find 33½ reams of comb lining paper, at \$18 a ream. What is the retail price?—A. Say \$16.

Q. Could it not be bought for less than that?—A. It could be bought for \$15.50.

Q. I find 900 packs of Vallean gold. What could that be bought for at wholesale price?—A. We pay \$7.75, \$7.80, and \$7.85.

Q. Could it be bought for \$7.50?—A. Not to my knowledge.

Q. Might there not have been an understanding between Mr. Clapp and the members of that firm of Campbell & Armstrong, which understanding is now continued with the surviving partners of this firm, as to the conditions upon which the Congressional Printer was to buy goods from the old firm and the new, without your being cognizant thereof?—A. If there was any, I was not cognizant of it.

Q. Might there not have been such an understanding without your knowledge?—A. There might have been.

By the CHAIRMAN :

Q. Has the Congressional Printer ever corresponded with you in regard to the prices of materials furnished by you?—A. In some instances, when he wanted a good article.

Q. Did he ever question the charges you made?—A. No, sir.

Q. Were you made acquainted with the fact that in 1874, about the first of that year, a statement was made to Mr. Clapp by a prominent dealer in your own line of business that he (Mr. Clapp) was paying, and had paid, too much for binding materials?—A. No, sir.

Q. You were not made acquainted with that fact?—A. No, sir.

Q. Were you made acquainted with the fact that in January, 1875, a schedule had been furnished to Mr. Clapp of prices paid for binding-materials, and the prices at which they could be furnished, this schedule being furnished by a prominent dealer, and that this schedule showed that on articles which could be determined from the report, he (the Congressional Printer) had paid in excess about \$16,000 over what they could be purchased for?—A. No, sir.

By Mr. BALLOU :

Q. If any benefit would come to the firm from any previous arrangement of a partner of the house with the Congressional Printer, would not you know the fact?—A. I should judge so.

Q. Would not you know it?—A. I think, if there was any arrangement, I should know it.

By the CHAIRMAN :

Q. Was there ever an agreement made between your firm and the Congressional Printer in regard to furnishing goods for the use of the Government?—A. No, sir.

Q. Mr. Clapp does now, and has in times gone by, simply sent his orders, and you have filled them?—A. Yes, sir.

Q. Has he paid your bills without complaint?—A. Yes, sir.

Adjourned.

COMMITTEE ON PRINTING, March 18, 1876.

JOHN GIBSON sworn and examined.

By the CHAIRMAN :

Question. State your name.—Answer. John Gibson.

Q. Are you a practical printer?—A. I am.

Q. How long have you been engaged in the business?—A. I have been at it thirty years on the 1st of January last. I served a regular apprenticeship, about one-half of it on job-work; and since that I have worked principally on book and job work.

Q. How long have you been engaged in business on your own account as an employ printer?—A. About thirteen years.

Q. All the time in the city of Washington?—A. Yes, sir.

Q. Are you at present in business in Washington?—A. I am.

Q. What hours are required of, and what wages do you pay, printers in your employ?—A. We pay the journeymen per hour at the rate of 40 cents per hour. They work now ten hours a day.

Q. If you employ a man by the week, how many hours a day do you expect him to work?—A. Ten hours; and, if necessary, we pay him by the hour.

Q. Do you have difficulty in getting skilled labor at the prices indicated?—A. No, sir; we get too many; more than we want.

Q. What do you pay for composition per thousand?—A. Fifty cents.

Q. Are any of your employes members of the so-called Printers' Union?—A. Not that I know of. They may be, and they may not be. Up to the 2d August, 1875, we were governed in the matter of employing hands and apprentices by the Union. We, in conjunction with other employers, notified the Union that we would not submit to their dictation after that date. We have not found any difficulty in getting hands since.

Q. Do I understand you to say that after 2d August, 1875, you freed yourselves from the control of the Union?—A. Yes, sir.

Q. Have you found any difficulty since that time in securing employes equal in skill and workmanship, at reduced prices, a greater number of hours if necessary?—A. We have not found any difficulty. I have now applications from two first-rate printers in New York, one of which came before the strike, and one since. I can get those men here any time, and they are both members of the New York Union.

Q. Does the Printers' Union here extend beyond the limits, or control employing printers outside of the Government Printing-Office?—A. To the best of my knowledge it does not.

Q. Do you pay the employes in your office as much as is paid for the same class of labor in Boston, New York, Philadelphia, and Baltimore?—A. I believe we pay more.

Q. From your experience as an employing printer, and your knowledge in regard to the matter, would the Congressional Printer have any difficulty in securing skilled labor to do the Government work at the same prices you are paying?—A. I think he would have very little trouble.

Q. Would he have difficulty in securing competent men at even a less price than you pay, if he gave them steady employment?—A. I think he would not have any difficulty.

Q. Have you examined various samples of work executed by the Government Printer during the past two years for the Departments and for Congress?—A. I have.

Q. Have you made estimates of the cost to you on the various samples?—A. I have.

Q. In making your estimate of cost what have you included?—A. Composition, proof-reading, press-work, making up, imposition, paper, ink—everything but interest on investment, insurance, wear and tear, and rent.

Q. Did you examine samples from the Treasury Department?—A. I did.

The CHAIRMAN. I shall examine you on several samples from the Treasury Department, and refer to them by the number as reported to me by the Secretary of the Treasury.

Q. I find that 1,250 of sample 43 were printed at the cost of \$5.96; what would it cost you to furnish the same number?—A. \$4.

Q. 2,000 of sample 18 were furnished at a cost of \$13.15; what would the same number cost you?—A. \$9.

Q. 10,000 of sample 23 were furnished at a cost of \$30.37; what would be the cost to you for the same number?—A. \$23.

Q. 5,000 of sample 40 were furnished at a cost of \$17.46; what would be the cost to you for the same number?—A. \$13.70.

Q. I find that 15 reams of sample 15 were printed at a cost of \$37.65; what would it cost you to furnish the same number?—A. \$20.

Q. 500 of sample 52 were furnished at a cost of \$4.64; what would it cost you to furnish the same number?—A. \$3.

Q. 500 of sample 50 were furnished at a cost of \$6.52; what would they cost you?—A. \$4.

Q. 20,000 of sample 47 were furnished at a cost of \$29.41; what would the same number cost you?—A. \$23.50.

Q. 1,200 of sample 45 were furnished at a cost of \$5.42; what would the same number cost you?—A. \$3.75.

Q. 400 copies of sample 41 were furnished at a cost of \$9.10; what would they cost you?—A. \$6.25.

Q. 20,000 copies of sample 35 were furnished at a cost of \$113.41; what would they cost you?—A. \$35.

Q. 10,000 copies of sample 36 were furnished at a cost of \$89.74; what would they cost you?—A. \$78.

Q. 5,000 of sample 34 were furnished at a cost of \$148.81; what would they cost you?—A. \$63.

Q. 5,000 of sample 22 were furnished at a cost of \$66.05; what would the same number cost you?—A. \$43.

Q. 10,000 of sample 21 were furnished at a cost of \$59.87; what would they cost you?—A. \$45.

Q. 2,000 of sample 20 were furnished at a cost of \$40.90; what would the same number cost you?—A. \$27.50.

Q. 5,000 of sample 17 were furnished at a cost of \$179.63; what would the same number cost you?—A. \$120.

Q. 25,000 of sample 63 were furnished at a cost of \$25.60, the envelopes being furnished by the Department; what would it cost you to furnish the same number?—A. \$10.50.

Q. Have you examined reports 198 to 213, inclusive, House of Representatives, Forty-third Congress, second session?—A. Yes, sir.

Q. The books of the Congressional Printer show that 1,900 of each of those reports were printed at a total cost of \$140.43; what would be the cost to you to furnish 1,900 copies each of those 16 reports?—A. To do them by piece-work it would cost me \$52.05; if done by time-work, \$44.30.

Q. Have you examined and made estimate of cost of Executive Document 10, House of Representatives, Forty-third Congress, second session?—A. I have.

Q. 1,900 copies of that document were printed by the Congressional Printer at a cost of \$4,781.15; what would it cost you to furnish 1,900 copies of that same document?—A. \$2,043.75. I would be willing to buy a new font of type and do the job for \$2,000 less than the Government Printer charges.

Q. The total of charges made by the Congressional Printer for the work on which you have been examined this evening is \$5,305.32. What is the total of your estimated cost of the same work?—A. \$2,653.

Q. What per cent. of overcharge has been made by the Congressional Printer?—A. About 116 per cent.

Q. Have you examined the quality of papers used by the Congressional Printer in work for the various Departments and for Congress?—A. Yes, sir.

Q. What is the quality or qualities?—A. About the same quality used by printers for such jobs.

Q. Is it extra paper?—A. No, sir.

Q. If you had the same facilities for purchasing paper as are possessed by the Government Printer, would it be possible for you to reduce your estimates of cost still lower?—A. I believe I could do it cheaper.

Q. Have your estimates been made after careful examination and calculation of each separate piece of work?—A. Yes, sir; I have carefully considered every item.

Q. Was your examination confined to the samples on which you have been examined?—A. No, sir. I also examined some jobs for other Departments. The examination has been made on samples gathered without regard to their being favorable or unfavorable.

COMMITTEE ON PRINTING, March 12, 1876.

JOSEPH L. PEARSON sworn and examined.

By the CHAIRMAN:

Question. State your name and place of residence.—Answer. Joseph L. Pearson, Washington City.

Q. Are you a practical printer; and, if so, how long have you been engaged in the business?—A. I am. I have been engaged in the business since I was sixteen years old—about twenty-four years.

Q. What experience have you had in the business?—A. I was an apprentice for five years, a journeyman and foreman of an office for seven years, an employing printer for twelve or thirteen years in Washington.

Q. How large an office; how many employes?—A. It varies from time to time. In summer not more than two men and boys, and from that up to as many as eight journeymen.

Q. Are you the proprietor at present of a book and job office in Washington?—A. I am.

Q. Have you made job-work, book and pamphlet work, a specialty?—A. Pamphlet and job work. There is very little book-work done in the city.

Q. What hours are required of, and what wages do you pay, printers in your employ?—A. I work my force nine hours a day. For piece-work, the rate is 50 cents per thousand, and 40 cents per hour for time-work. Most of my work is piece-work.

Q. Can you get skillful workmen, and as many as you want, at the prices indicated?—A. Yes, sir; and many more. I have had applications from men working at the Government Office to work for me.

Q. Are your employes members of the Printers' Union?—A. I do not know that, any more than I know whether they are Catholics or Protestants, democrats or republicans.

Q. Does the Printers' Union control the prices you pay your workmen? or has it ever attempted to control prices in your office?—A. It does not now to my knowledge. Up to last August, with one or two attempts to break it down, the Typographical Union in Washington has controlled the hours of labor, the prices paid, and the number of apprentices I should employ.

Q. What course was taken then to break it down?—A. Some time previous to Au-

gust 2, 1875, the employing printers in Washington came to the conclusion that they should either have to reduce prices in their establishments to something near the prices paid in neighboring cities, or do no work, or very little. A large amount of work was sent out of the city on account of the high prices of labor, and we notified our employes, after endeavoring to have a consultation with them, and after memorializing the Typographical Society, without effect, that on and after August 2, 1875, we, who signed the agreement, would not be controlled, in the matter of hours of labor, prices for labor, or number of apprentices employed, by aforesaid Typographical Union, whereupon my hands quit work, as I believe all others did. A part of the force wanted to come back two days after they stopped. They pretty generally all came back a week afterward on the terms agreed upon by the employing printers, which they themselves acknowledged to be very liberal.

Q. In your judgment, would the Congressional Printer have serious difficulty in securing skilled labor at the same prices you are paying?—A. I have not the least doubt that he would get all the force he wanted at the prices I am paying. I believe to-day I could get a thousand if I wanted them.

Q. If proper precaution were to be adopted to secure workmen at even a less price than 50 cents per thousand, could the requisite number be procured if permanent places were given?—A. I think so; beyond a doubt.

Q. Have you made an examination of work executed at the Government Printing-Office during the past two years?—A. I have.

Q. In the computations you have made, have you simply arrived at what the various articles would cost you, excluding interest on investment, taxes, insurance, &c.?—A. Exclusive of all those and wear and tear.

Q. In your estimate, what have you included?—A. Everything but interest on investment, insurance, wear and tear, rent, &c. I have included composition, proof-reading, press-work, gathering, stitching, &c.

The CHAIRMAN. I shall question you on various samples furnished for the Office of Foreign Mails, Post-Office Department, and refer to them simply as number 1, 2, &c.

Q. Have you examined sample 1, from the Government Office, of which 100 were printed at a cost of \$11.15? And, if so, state what 100 of them would cost you.—A. I have estimated it; my estimate of the cost is \$8.34.

Q. Have you examined samples numbers 24 and 78?—A. I have.

Q. Are the two jobs alike?—A. They are evidently printed from the same plate.

Q. The Congressional Printer charged, for 500 of No. 24, \$4.29, and for 1,000 of No. 78 \$6.28; what would they cost you?—A. Number 24, including composition, \$3.64; 78, without composition, the same.

Q. The Congressional Printer charged \$9.25 for 1,000 of 69; what would the same number cost you?—A. \$7.61.

Q. The Congressional Printer charged \$7.81 for 250 of sample 62; what would the same number cost you?—A. \$4.67.

Q. I had you sample 51; the Congressional Printer charged \$76.24 for 10,000 and \$83.26 for a second 10,000; what would that job cost you?—A. \$57.30. It would cost the same for every 10,000, provided the composition is done over again.

Q. Have you included composition in both estimates?—A. I have.

Q. Of No. 39 the Congressional Printer furnished 100 for \$7.84; what would it cost you?—A. \$5.

Q. One hundred of No. 31 were furnished at \$2.10; what would the same number cost you?—A. \$1.68.

Q. One hundred copies of No. 26 were furnished at a cost of \$1.55; what would they cost you?—A. \$1.72.

Q. Do you charge composition in both the last cases?—A. Yes, sir.

Q. Five hundred of sample 36 were furnished at a cost of \$2.94; what would the same number cost you?—A. \$2.37.

Q. Three thousand of No. 43 were furnished at a cost of \$35.74; what would the same number cost you?—A. \$22.25.

Q. Three thousand of sample 43 were furnished at a cost of \$37.18; what would the same number cost you?—A. \$22.25. They are both the same.

Q. One thousand of each of samples 14 and 15 at a cost of \$25.85; what would the same number cost you?—A. \$18.26.

Q. Two hundred copies of Nos. 3 and 4 were furnished at \$5.28; for what would you furnish the same number?—A. Counting composition each time, \$4.06.

Q. One hundred of No. 23 were furnished at \$38.36; for what would you furnish the same number?—A. \$21.38.

Q. One thousand of No. 45 were furnished at a cost of \$236.77; what would the same number cost you?—A. \$178.12.

Q. Have you examined Reports Nos. 198 to 213 inclusive, Forty-third Congress, second session, House of Representatives—16 in all?—A. I have.

Q. The Congressional Printer furnished 1,900 of each of these reports, printed on the same day, and charged on the same day in his books, for which he charged the sum of

\$140.48; what would it cost you to print the same number of the 16 reports?—A. \$52.05. That includes everything, composition, paper, press-work, imposition, ink, and cutting.

Q. Have you examined Executive Document No. 10, Forty-third Congress, second session, House of Representatives?—A. I have.

Q. The Congressional Printer furnished 1,900 of those documents, at a cost of \$4,781.15. State what it would cost you to furnish the same number of those documents?—A. My estimate is \$2,043.75. I would be glad to do it for 25 per cent. over my estimate of the cost for profit, type, &c.

Q. The sum-total of charges made by the Congressional Printer for the work on which you have been examined this evening is \$5,513.62; according to the calculations you have made, what would the same work cost you?—A. \$2,516.78.

Q. What per cent. of overcharge exists, therefore, between the two?—A. Something less than 120 per cent. of over-charge by the Congressional Printer.

Q. What have you discovered in your examination as to the quality of the paper used?—A. It is just such paper as we use in similar work. The blanks are printed on what we call common writing-paper. He buys it less than I do by wholesale. His returns show that he buys it at less price than I do. He contracts for it.

Q. Is the quality of paper used termed "extra," taking into consideration the blanks and books you have examined?—A. The blanks are very ordinary. The Executive Document No. 10, there, is a very good quality.

Q. Have your estimates been made after careful examination and calculation of each separate piece of work?—A. They have.

Q. Were your examinations confined to the samples on which you have been examined?—A. They were not. The calculation was made of a much larger number, and the selections were made at random, without regard to particular samples.

Adjourned.

COMMITTEE ON PRINTING,
March 28, 1876.

A. M. CLAPP recalled.

By the CHAIRMAN :

Question. What books of account are kept in your office?—A. I do not know, without some preliminary investigation on my part, that I can answer fully. We have account-books with all the persons with whom we have dealings. We keep accounts with the Treasury. We keep a check-book, which, I think as far as the Treasury is concerned, is our cash-book. We have a book in which we charge all the accounts for printing for Congress. We have books in which we keep the accounts of all the departmental printing. We have books in which we keep an account of all the Record expenses and expenditures, and all the accounts relating to the Record. We have books in which we keep account of all the moneys received for the sale of documents, shavings, and all that sort of thing—old material. There is a cash-book, which is kept by the chief clerk, on which appear all the sales of documents, &c., which he has particular charge of. Beyond that I cannot call to mind now any books that we keep. There may be others.

Q. Your books, therefore, show separate accounts with each of the Departments, and with Congress?—A. Yes, sir; that is my understanding.

Q. State the names of the persons having charge of the various books.—John Larcombe has charge of all the books relating to the finances of the office. He draws all moneys from the Treasury, and makes out all pay-rolls, and pays all persons in the office, and pays all accounts outside, except the accounts, I think, on the contingent fund. With this exception, Mr. Larcombe has all those accounts, and keeps the accounts with the Treasury. It is possible that the lithographing accounts for Congress are kept by the chief clerk. The chief clerk keeps the books relating to congressional printing, both Houses, and I think the lithographing. Mr. George H. Hinman, Mr. Twombly, and Mr. A. F. Childs keep the accounts with all the Departments for departmental printing; and Mr. Nicholson, who is engaged as a telegrapher, and assists on these books, as they have need of assistance. Mr. W. S. Collins has charge of the accounts relating to the Congressional Record. That is the way in which the office is organized in its accounting and book-keeping.

Q. Who makes out the various charges or estimates for binding, composition, paper, press-work, and stereotyping?—A. For the congressional binding, the chief clerk, getting his information from the foreman of binding, his information in regard to printing from the foreman of printing, and in regard to the Executive Departments from the three clerks that I have named here as in charge of the books connected with the executive accounts.

Q. I understood, from your previous examination, that when a job of work was sent to the office from one of the Departments, that a "jacket" was made out and sent with it?—A. Yes, sir.

Q. Who makes the estimate or computation on this jacket for composition?—A. The assistant foreman in the department where the work is executed. In the job-room, Mr. Shanklin.

Q. Suppose the job is in type or stereotype, what is the form of printing?—A. If it is in type, the proper way is not to charge for the composition—not to charge for the stereotyping if it has formerly been done, but to have it charged up only for the press-work and paper. If the job is changed in its character, if it has to be corrected, these corrections are charged up against the job in time, according to the report of the assistant foreman.

Q. If changes are to be made, the charge will be for the time consumed?—A. Yes, sir; that is the rule of the office.

Q. Who places on the jacket the cost of the press-work?—A. The assistant foreman in charge of the press-work.

Q. Who fixes the charge for folding?—A. It is covered in the press-work. We make no distinct charge for press-work, for it is considered as covering the expense of folding, &c.

Q. Who fixes the price of binding?—A. The foreman of binding.

Q. How does he arrive at the cost of binding?—A. I suppose—and this answer is merely suppositious—he takes the cost of the material used and takes the cost of the ruling on a certain standard that he has established. He applies to this the amount of labor under the different stages of perfection until it comes to the end, and when any binding is to be done, then the charge is completed and charged up on his report.

Q. When the jacket is returned to the office, and the job completed, how is the charge made on your books?—A. The charge is then made on the books to conform with the jacket.

Q. Who has charge of the paper and bindery warehouse?—A. The foreman of binding. I have a clerk there by the name of Hall, who keeps the charge and delivers all the materials on the requisition of the foreman of the bindery.

Q. Does he deliver the material from that warehouse on the jacket?—A. I think it is delivered on requisitions.

Q. On specific job, or otherwise?—A. I cannot answer that fully. I think that whenever a job is in hand the foreman makes his order on his stock-man below, who fills it.

Q. Is all the waste in the various departments of your office utilized?—A. It is intended to be all utilized. The waste papers and the waste scraps of leather are sold. We have no waste of old metal, for we work it over and over again.

Q. And when sales of waste are made, the returns are placed to the credit of the appropriation?—A. Or deposited in the Treasury.

Q. Who weighs the shavings, waste, and imperfections?—A. I have two men in charge of the shavings-warehouse, (a fire-proof vault,) whose names I cannot call to mind, who make reports, but they are all done under charge of the foreman of binding. We have laborers who do the work and report to him, and he reports to Mr. Larcombe.

Q. Does the foreman of binding keep a report of the various sales?—A. He keeps an account of shipments. The shavings are contracted for annually at certain rates. Under those rates all the shavings from the warehouse are assorted, and classed, and sacked, and shipped, and the account kept by the foreman of binding, and that account is handed to Mr. Larcombe, the financial clerk.

Q. How does the foreman of binding make up his books or accounts of shipment?—A. From the report of the laborers in charge of the room, who assort, sack, and weigh them, and report to him every day, or, possibly, every other day.

Q. What check or checks have you on the foreman of binding in regard to the waste of your office?—A. None but his integrity.

Q. Have you no means of knowing whether he does this correctly?—A. By law he is made supreme over me in the department of binding. I am bound to fill every requisition made on me by him, and I am bound to accept what he returns to me as the result of his administration.

Q. Is there no waste outside of the bindery in your establishment?—A. There is not intended to be any waste. I think the checks against waste are as nearly perfect as they can be. All imperfections, all sweepings, all spoiled sheets, and old waste paper connected with the press-room are sent to the warehouse, and are contracted for annually and sold.

Q. Is the bindery waste and the press-room waste kept in separate accounts?—A. No, sir.

Q. The waste outside of the bindery is returned to the superintendent of the bindery?—A. It is packed up by the laborers who are kept for the purpose.

Q. And they report to the superintendent?—A. Yes, sir.

Q. Do you hold the superintendent of binding responsible for all the waste of the office?—A. I do not hold him responsible any more than any one else for the waste of

the printing-office. That is all sent to the room where the shavings of his department are packed, and they are all packed together and classed.

Q. Has the superintendent of binding any control over or is he responsible for any waste outside of the bindery?—A. The waste of the press-room is the only waste outside of the bindery. It is sent where his shavings are kept, and contracted for with the other waste and imperfections.

Q. Is there a separate account kept for the waste in the bindery and that which occurs in other departments?—A. I think not. The waste is all put together.

Q. What means have you in your power of knowing that all the waste is returned to this room, that it is properly weighed and properly accounted for?—A. Only this: the integrity of those in the different departments; I have to rely on their integrity.

Q. Have you no system of checks, such as would be adopted in a well-regulated business-house, to enable you to protect yourself in that matter?—A. I appoint certain men to discharge certain duties in the office, and hold them as closely as possible to a faithful discharge of their duties.

Q. Who has charge of the shavings, waste, and imperfections of the Government Printing-Office?—A. They are deposited in a vault, which is in immediate charge of two laborers, who assort them, pack them, weigh them, and report the result, I think, every day to the foreman of binding.

Q. Do you have reports made for the separate departments of the office of the waste gathered from day to day?—A. No, sir; the waste is all deposited in the vault.

Q. Do your books show, from day to day or week to week, the amount of waste from the various departments of your office?—A. No, sir.

Q. You have no means of ascertaining, from your books, what comes from the bindery alone and what from the press-room alone?—A. Only from the character of the waste. The sweepings and the imperfections and the broken sheets come from the press-room.

Q. Is it possible to tell from your books what amount of waste is made in the bindery alone?—A. No, sir; I think not, unless I am mistaken in regard to the manner of keeping the books.

By Mr. BALLOU :

Q. Is there any way that you can conceive in which these men can make false returns or defraud the Government?—A. That is not possible, in my opinion. The men in charge cannot be benefited in any way by taking advantage of any circumstance there.

By the CHAIRMAN :

Q. Are there any checks on the men who weigh the material, either by bond or oath?—A. No, sir; there is no bond or oath below the Congressional Printer.

Q. Do they make duplicate reports to any other person but the superintendent of binding?—A. No, sir; only to him, I think, and through him to the financial clerk.

Q. Do I understand you to say that these men return their list of waste to the superintendent without keeping a record?—A. I think they have a memorandum-book in their own room.

Q. Is that book returned to the files of your office?—A. I cannot answer that. I think it is, but I am not clear about it.

Q. Have you any means of knowing, therefore, the amount of waste that is accumulated in any particular room or branch of your office?—A. Yes, sir; from the character of the waste which is accumulated.

Q. Does your book show the amount received from waste in any particular room or branch of your office?—A. It shows what comes from the entire office, but not from any particular department of the office. My impression is that the book only shows the aggregate amount of waste from all branches of the office. The accounts are not kept with the different departments, but against the office as a whole.

Q. Are the books that you have sent here and which are now before us, containing accounts against the various Executive Departments and against Congress, correct books of account?—A. They are as nearly correct as we can keep them.

Q. Have you any books containing amended accounts?—A. Not that I am aware of—no separate books.

Q. Are your accounts against the various Departments and Congress made up from these books?—A. Yes, sir; my accounts are made up from these books.

Q. Is your report based on these books?—A. Yes, sir; based on the reports which I get from my several clerks keeping these books.

Q. I have here two cash-books containing cash receipts from sale of documents and other matters, commencing about 1863, ending in March, 1876. Do these books contain a correct exhibit of all the sales of documents from your office?—A. I suppose they do.

Q. Do the books which you have furnished me here, showing sale of waste paper, imperfections, &c., contain full accounts of all receipts from that source?—A. I suppose they do; they are intended to.

Q. Are the entries in these books original in all cases?—A. I suppose them to be—they should be original.

Q. If you were to discover that overcharges had been made against any particular Department, or against either branch of Congress, how would you remedy the overcharge?—A. I should endeavor to have it made correct. There is no way in which errors can occur except clerical errors.

Q. If any errors had been discovered, would they appear on your books?—A. If we had discovered errors, I think they would have appeared on the books.

Q. I mean this: if you had made an overcharge through inadvertence or otherwise, would you discover it in making your settlement at the end of the year or when you made your report?—A. No, sir; I do not think that I should discover it. It would be liable to pass into my report.

Q. If the sum-total of charges made in your books should exceed the cost of material and labor, where would the correction appear on your books?—A. I do not know that a correction would appear on my books. I do not know that such discoveries have been made.

Q. In your last annual report you state that so much printing and binding was done for the various Departments. How do you arrive at the amount expended for each Department?—A. I arrive at it by approximate charges.

Q. Do you make up your report from the books of your office?—A. The reports are made up from the books of the office.

Q. I refer you to page 8 of your last report; please state from what source you obtained the figures which make up the statement at the bottom of the page, under the heading, "Amount expended for various Departments."—A. From the books of account against the several Departments.

Q. Are these figures here—the total of them—the amount drawn from the Treasury for the printing for the Department last year, or that part covered by your report?—A. That I cannot answer.

Q. Is this statement on page 2 correct, showing the disbursements of your office from 1863 to 1875?—A. This statement is correct, as made up from the expenditures of money, that is, from the Treasury accounts.

Q. Is this statement on page 23 correct, which shows a recapitulation of the amount expended for printing for the Departments?—A. I suppose it to be correct.

Q. Are all sales of documents entered at the time they are made?—A. I think they are.

Q. If outside parties desire copies of public documents, what rule do you pursue?—A. The rule the law prescribes. They may order it when it is in press, and pay for it.

Q. Does this book which I hand you "Accounts of the Record," give all the information concerning the various branches of the Record, such as composition, proof-reading, stitching, sewing, press-work, & c., connected with both the daily and book Record?—A. I think it does; it is intended to.

Q. Are any other books than this one kept by the foreman of the composing-room in connection with the Record, and the figures transferred to this book?—A. Yes, sir. The foreman of the Record room keeps an account of it.

Q. This book shows the total cost of everything connected with the Record?—A. It should.

Q. Do you know that it does?—A. For aught that I know, it does.

Q. Please examine the book and see whether it shows all the expenses of printing the Record and delivering it—I mean the total cost attached to the Congressional Record in all its forms.—A. My impression is that it does, as nearly as it can be arrived at.

Q. Can you tell from this book how much the daily Record cost for any day in January, 1875?—A. I do not know that this book shows it, but I have a book in the office which does show it.

Q. On page 33 of your last annual report, under the heading of "Disbursements on account of Congressional Record," you state the amount paid to hands employed on the Record from October, 1874, to September 30, 1875, to be \$48,411.59. Is this all the money you paid out between those dates for labor?—A. Yes, sir; on the Record.

Q. The next charge is for materials amounting to \$40,548.21. Is this sum correct?—A. I think it is.

Q. Do you know whether it is?—A. I know it is made up from the books. I think it is correct.

Q. According to your report the total cost to the Government for the Record for the second session Forty-third Congress was \$88,959.80. Is that sum correct?—A. Yes, sir.

Q. Have you included in that all the cost of the Congressional Record?—A. I have endeavored to do so, and I think have done so.

Adjourned.

COMMITTEE ON PRINTING, *March 29, 1876.*

A. S. SOLOMONS sworn and examined.

By the CHAIRMAN :

Question. State your full name.—Answer. Adolphus S. Solomons.

Q. Where do you reside?—A. In Washington.

Q. Are you engaged in business here; and, if so, in what business?—A. I am of the firm of Solomons & Chapman.

Q. How long has this firm been in existence?—A. A little over two years.

Q. Were you in business prior to that; and, if so, what was the name of the firm?—A. I was formerly of the firm of Philp & Solomons, now dissolved.

Q. During the time you were connected with the firm of Philp & Solomons, and afterward with the firm of Solomons & Chapman, have you had transactions with the Government Printer?—A. We have.

Q. What has been the nature of the transactions?—A. Our transactions with the Government Printer have been exclusively for the purchase of Government publications, most of which consisted of the Congressional Directories. The largest of a different transaction was the purchase of a number of copies of the Blue-Book, in which was inserted the imprint of our firm, and also that of the Morse Memorial, in which our imprint was also inserted.

Q. Have you always paid cash for the articles you have purchased of the Government Printer?—A. Invariably, so far as I know.

Q. Did you pay when you made the order or on receipt of the books?—A. We paid when required, upon giving the order or on the receipt of the books.

Q. But not later than the receipt of the books?—A. Never, to my knowledge.

Q. You speak of having purchased a number of Blue-Books with your imprint; who printed the title-page with your imprint on it?—A. The Government Printer.

Q. How many copies of the Morse Memorial did you order and receive?—A. Seventy-five.

Q. What time or about what time did you get them from the Congressional Printer?—

A. My impression is that we received them on or about the 1st January, 1876.

Q. At what time did you make the order?—A. I do not know exactly the time we made the order, but we paid for them, as by receipt received from H. H. Clapp, chief clerk of the Government Printer, September 14, 1875, the receipt being for \$60 "on account of printing and binding 75 copies of the Morse Memorial." In addition to this it is added, "should the work not amount to the sum of \$60, the difference to be refunded."

Q. Will you please furnish me with the original receipt given by H. H. Clapp for the payment of the money for the Morse Memorial?—A. Yes, sir; this is it.

The CHAIRMAN. This receipt is dated September 14, 1875, and is marked Exhibit Q.

Q. Have you the Morse Memorial for sale in your establishment at this time?—A. We have.

Q. Is it a *facsimile* of the book furnished by order of Congress to the Government with the exception that "Washington, Government Printing-Office, 1875," is changed to "Washington, Solomons & Chapman, 1875"?—A. That is the only difference.

Q. Was the page containing the imprint of Solomons & Chapman printed at the Government Printing-Office?—A. It was.

Q. And furnished to you by the Congressional Printer?—A. Yes, sir.

Q. Was this imprint put on at your request?—A. Yes, sir.

Q. Was any objection raised to putting it on?—A. None whatever.

Adjourned.

COMMITTEE ON PRINTING, *March 30, 1876.*

GEORGE W. FRANCIS sworn and examined.

By the CHAIRMAN :

Q. State your full name.—A. George Washington Francis.

Q. Are you a practical binder?—A. I am, and have been for 7 years and 6 months.

Q. Have you been engaged in book-binding during the last few years?—A. I have.

Q. Have you ever worked in the Government bindery?—A. I have.

Q. How long did you work there?—A. I worked there under Mr. Defrees, Mr. Wendell, and Mr. Clapp.

Q. When did you last go to work at the Government bindery?—A. In 1870.

Q. How long did you remain there?—A. I remained there until 1873.

Q. How was the business conducted while you were there, and by whom?—A. The business was conducted, as a general thing, in a very loose way. At first, under Mr. Goff's administration as foreman, and Mr. Defrees as Superintendent, it was very different from what it was afterwards. I do not mean to reflect on Mr. Clapp, but I

mean to say that the fault of seven-tenths of the wrong-doing is attributable to those men who have no real authority, but simply assume it, and who force their judgment on the Congressional Printer. There is no chance for any one there to get any redress for any wrong that is done him. Mr. Goff left his place voluntarily, as I did also. After he left, his place as foreman was taken by J. H. Roberts, a man not a practical book-binder, though he made the world think so. He has done nothing but run that office with a "ring."

Q. What do you mean by a "ring"?—A. When he came here he formed a cutting "ring;" men who worked cutting-machines. A machine was introduced to cut the books, and the men demanded so much for the use of the machine, and they could control the destiny of the persons at the business. If they did not join their "ring" they would work against them. I have been kept out of work four days out of a week simply because I was not admitted to their "ring," and I did not ask to be. I have had to take two days' work for a week's work.

Q. Can you give any information as to the use of material, &c., at the Government Office?—A. Some little. The use of the materials inside of the office is legitimate enough, but if any of the favorites should want to start business he could get stock from the office. They could not get stuff without Mr. Roberts's consent, because it is locked up in the stock-room, and he keeps the key. There are plenty of instances to substantiate this. There was some paper taken since I left—a wagon-load—but the wagoner was not supposed to know where it went to. He took it into Defrees street, and a colored man, seeing the irregularity, told Mr. Clapp, who happened to come down early that morning, and Mr. Clapp held an examination, and Mr. Roberts interceded to get that party off.

Q. Do you know anything of a robbery of gold-leaf in the bindery?—A. Yes, sir. I think about election-time, in 1871, it was discovered that gold-leaf was missing. It comes in packs, 25 leaves in each book, and 20 books in a pack. Some of the men—favorites there—get to taking it in various ways. In the first place, in putting on gold-leaf, the leaf should be put on in single sheet, but they put on the single sheet, and then put another sheet on top of the first; and that is one way the Government is robbed, by putting on two leaves instead of one. I have seen a man in that establishment display a piece of gold worth \$30 gathered in as many days. It takes 180,000 sheets to make an inch thick. It is gathered by putting the gold on twice as thick as necessary, and appropriating the leavings. Another way was taking it directly by the pack.

Q. After that theft of gold-leaf was discovered, what followed?—A. The man was discharged, but got a place in the Treasury, and it was understood he was recommended there by the foreman, Mr. Roberts, and others of that bindery. It was discovered by a young woman who worked a machine there.

By Mr. SINGLETON :

Q. State the amount as near as you can.—A. There were some eight to ten books missed, worth from \$2.50 to \$9 at that time.

By the CHAIRMAN :

Q. If the bindery had been properly managed, and the gold-leaf issued properly, would it have been possible for that theft to have occurred?—A. It would have been impossible.

By Mr. SINGLETON :

Q. If that bindery had been conducted honestly, would it have been possible for that man to have accumulated \$30 worth of gold-leaf in as many days?—A. No, sir; it could not have been done. By careful management, honest management, they could, in the course of three months, accumulate about \$15 by constantly working in gold-leaf.

By the CHAIRMAN :

Q. What do you call this? Do you call this gold-leaf that remains, waste-leaf?—A. What is put on between the letters is called waste gold.

By Mr. SINGLETON :

Q. Is it fair and honest dealing with the Government that the waste gold (the office being conducted as you say it is) should have gone to the operatives of the establishment?—A. It was not honest.

Q. Do you know of any arrangement between the superintendent of the bindery, Mr. Roberts, and the operatives under him, by which there was to be a division of the waste gold?—A. Only by inference, from the fact that it is the finishers' work to letter the book, and it was taken from the finishers, and it was known that it was done in order to get the waste gold. All the stamping of titles, sometimes amounting to 20,000 copies, was stamped, and the waste gold wiped off, and divided between that stamper and the superintendent of the bindery.

Q. Can you give an idea what it amounts to in the course of a year?—A. My experience has taught me that one press would produce from \$300 to \$400 a month of waste gold.

Q. How many presses do they have there?—A. Sometimes they work two, but always one.

By the CHAIRMAN:

Q. What is the custom regarding what is called gold waste?—A. The custom in all well-regulated establishments is, that it goes to the employer, not to the man, except there is a distinct understanding, and then only such an amount as is considered as an equivalent for his trouble in saving it.

By Mr. SINGLETON:

Q. Does it answer every purpose to put on a single leaf?—A. Always; and it is never admitted in a private shop to put it on double.

Q. I understand you to say that when it is put on double, double the amount of waste occurs?—A. Yes, sir.

Q. There is no necessity for putting it on double, and only works the result of producing twice as much waste?—A. Twice as much waste, without any advantage. Mathematically speaking, it makes more than double the waste.

Q. When you say that the waste of one press would amount to \$300 or \$400 a month, do you mean that that much waste would occur from putting on single sheets?—A. Yes, sir; but if it was put on double it would be from \$600 to \$800 a month, and that, too, at the gold-beater's trade-price for the gold.

Q. Is there any advantage growing out of the fact of putting on the gold double?—A. No earthly advantage.

Q. In putting it on double, can there be any other object that you can conceive, except to make as much waste as possible?—A. That is the object, and nothing else.

By the CHAIRMAN:

Q. Do you know anything of materials or property belonging to the Government being taken from the office, to be used outside?—A. I know of two distinct cases.

Q. By whom was it taken, and by whom used, and where? State all about it.—A. The first case I have knowledge of began at an establishment which was built on D street, near Tenth street, in this city. The business was started by Perkins and the two Elwoods. Those men started it, and their names were prominent in it; but the outside partners were understood to be Roberts, and another gentleman at the Government Printing-Office, whose name cannot be got hold of, the stock, as usual, coming in the Government wagon to their bindery from the Government office. The materials were leather, muslin by the roll, and pasteboard. The second case was in a place known as DeCamp's bindery; he, however, had nothing to do with it. There was a man employed named Dease, who was discharged from the Government office, but Roberts let him have \$300 worth of stuff which was absolutely necessary to carry on business. The material was furnished from the Government office. When the firm broke up, Dease was taken back to work at the office.

Q. Do you know that the materials in those two outside binderies were furnished by and came from the Government office?—A. I know they came from there in both cases.

Q. By whom were they furnished at the Government bindery?—A. By no one but Roberts; for the superintendent stated that much to me, that he got it loaned to him by Roberts.

Q. Did you work for Perkins & Co.?—A. I did.

Q. Was a Mr. Langvoight connected with the establishment?—A. He was.

Q. How long did you work there?—A. About two months.

Q. Did you use any tools, while working in said bindery, that came from the Government bindery?—A. I did; rolls, and what was known as steel creasers, which came from the Government office.

Q. Did you ever see those same tools in the Government bindery before you saw them in the bindery of Perkins & Co.?—A. I did; and also ruling-machines belonging to the Government Printer.

Q. How did those tools or implements come into that bindery of Perkins & Co., and how were they brought there?—A. By the Government wagon connected with the Government printing establishment. It brought most of the things brought there with the exception of cutting-machines bought in New York, and a standing press. The tools belonging to the Government was the ruling-machine and the hand-tools.

Q. While in their employ did you set up a ruling-machine?—A. Not while in their employ. They got into some trouble and sold their tools to Mr. DeCamp, and I was hired by Mr. DeCamp to take the tools down and I took them down.

Q. The same machine which came from the Government office?—A. Yes, sir; and it was sold to him by Langvoight.

Q. While at work for said firm, what sort of material did you use?—A. I used the pasteboards, leather, white, colored, and Russia, and skivers.

Q. Where did those materials that you used come from?—A. The first I used came from the Government office.

Q. Did you see at any time the Government Printing-Office wagon come to the bindery of Perkins & Co., and leave benzine and other articles for the use of the bindery?—A. I did; early in the morning, about 7 o'clock.

Q. How many ruling-machines were in the office of Perkins & Co.?—A. Two.

Q. Where did they come from?—A. I am sure one came from the Government office, if not both.

Q. Was Mr. Perkins a member of the District legislature at the time he had control of the bindery?—A. He was.

Q. How long did this firm of Perkins & Co. continue in business?—A. Pretty nearly a year, altogether.

Q. Was the firm successful or unsuccessful?—A. They eventually broke up.

Q. What became of their establishment?—A. The tools were sold to DeCamp.

Q. At public or private sale?—A. Private sale, apparently.

Q. Were any of the materials in use in the office that came from the Government office returned to the latter office?—A. Not any. The whole of the effects were sold to DeCamp; what came from the Government went with the rest.

Q. Were Perkins & Co. acquainted with the fact that you knew that the materials and machines in use in their office came from the Government office?—A. They were acquainted with the fact, because I said they had come from the Government office, and they did not deny it.

Q. You speak of a bindery with which Mr. Dease was connected. Did you work for him?—A. I did.

Q. Did you at any time ask Mr. Dease, "Where he got all those good materials from?"—A. I did.

Q. What reply did he make?—A. He said that it was loaned by a good friend of his, Mr. Roberts, the foreman of the Government bindery. I am satisfied that the stock came from the Government office. Dease told me so in as many words. Dease & Reier, if they wanted anything, went to Roberts and got it.

Q. Was it possible for Dease to have got these materials at that time in any other place but the Government bindery in Washington?—A. Not at that time.

Q. Did Mr. Dease tell you at any time how much binding material he had gotten from the Government office?—A. He did. He said he had got the amount of from \$300 to \$400.

Q. Are you acquainted with the manner in which the Government bindery is managed? If so, state fully what you know.—A. In a general sense I am. In regard to the blank work, I have known 30-pound paper to be used for 40-pound paper. I have known from 50 to 100 valuable blank books being cut to pieces and destroyed on account of mistakes made.

Q. Do you know if, when 30-pound paper was used, whether or not 40-pound paper was charged?—A. That I cannot swear to, but it is morally certain that it was, because in making up the reports, the reports never fell behind the weight ordered.

Q. You speak of books having been destroyed on account of mistakes made; where did the loss fall?—A. The loss fell on the Government.

Q. Are you sure the workmen who made the mistakes were not charged with them?—A. Never in the cases I speak of. There were single volumes for which the men who made the mistakes were charged, but the cases I speak of cover from 100 to 150 blank-books which no man could pay for. I asked how it happened, and the information I got was that there was a mistake in the ruling. The paper is cut up and sold for waste.

By Mr. SINGLETON:

Q. Were you connected with the Government bindery at any time a committee of Congress came there for the purpose of examining into the affairs of that office?—A. I was.

Q. Was there any extraordinary stir or special preparation or arrangements made preparatory to that examination?—A. There was.

Q. Please state what took place when it was understood that examination was to be made.—A. There was a regular cleaning and dressing up, and an order was given that the girls should not converse with the committee, or any member of it, on pain of being discharged; and some of the finishers were taken from their places and changed to some work which they were not accustomed to do, in another part of the office, where it was not likely they would be spoken to. After the committee had made their examination and left the building everything resumed the old style and we were placed back.

Q. Were the arrangements which were made there preparatory to that examination calculated to keep from the committee such knowledge as they should have obtained in regard to the management of that printing establishment?—A. It was.

By the CHAIRMAN :

Q. Was it the understanding, while you were in the Government office, that, if any employé gave information regarding the working or management of the office, he would be discharged?—A. It was. They were continually under fear of it, and it kept them many a time from giving information. I have heard different employés say that if they were not afraid of being discharged they would open the eyes of the committee.

By Mr. SINGLETON :

Q. Have you any means by which you can estimate the value of the shavings in the Government bindery per year?—A. I have, through information received from the gentleman who formerly carried it on. It was worth \$30,000 a year, the shavings alone, blank and printed work. This does not embrace leather, scraps, boards, waste Russia or skivers, but only waste paper from the bindery.

Q. Is there a considerable amount of waste outside of the bindery in the Government office?—A. There is.

Q. Can you make an estimate?—A. I have no positive means of giving a reliable estimate of it. The scrap-leather in the bindery is worth \$5,000 at least, and may reach as much as \$7,000 or \$8,000. All the waste, outside of the paper shavings, in the bindery is worth \$10,000 additional. I am satisfied that for some years the waste in the bindery would average \$40,000, and in some years over that, as the office has been carried on.

Adjourned.

COMMITTEE ON PRINTING, *March 31, 1876.*

A. S. SOLOMONS recalled.

By the CHAIRMAN :

Question. Are you prepared to give the committee full information in regard to purchases made with the firm of Philp & Solomons and Solomons & Chapman since July, 1868?—Answer. So far as I am able. My book-keeper informs me that there was no special account kept with the Government Printer, and that all payments made to him came under the general head of merchandise, and the only way that he was enabled to ascertain what has been paid was by reference to receipts from the Government Printer, which I submit herewith.

Q. Do those accounts contain a full list of the purchases made by Philp & Solomons and Solomons & Chapman since 21st January, 1868?—A. I think the probabilities are they do not, though the amounts which may have been omitted were probably insignificant in importance.

Q. Have you furnished the committee with all the receipts in your possession from the Congressional Printer?—A. To the best of my knowledge.

By Mr. SINGLETON :

Q. Does that account contain as well the purchases made by Mr. Clapp from the house of Philp & Solomons and Solomons & Chapman as those made by your house from the Congressional Printer?—A. I have no recollection of any transaction with the Government Printer other than purchases from us by the Government Printer of, I think, two reams of paper of some peculiar kind which they required for their use, and for which they paid us probably under \$5—a very small sum.

Q. Has the Public Printer at any time purchased from either of the firms above named a bill of goods amounting to \$700?—A. Never to my knowledge. We never had any transaction with him for any such sum.

Q. Did he ever give you a check on a bank in this city for as much as \$234?—A. Never to me. I cannot answer for my partner.

Q. If any such transaction had occurred between the Congressional Printer and either of the firms of which you were a member, involving an amount of \$234, is it not certain you would have known it?—A. Most assuredly. Your question has brought to my recollection the fact of some kind of a book transaction with the Treasury Department, but no money passed between us. I should have to refer to something to refresh my memory. It occurred a long time ago, probably some three years ago.

Q. Has the Congressional Printer ever given to Philp & Solomons a check for the sum of \$234?—A. I have no knowledge of it whatever.

Q. Has any money ever passed between you except such as you mention in the receipts and exhibits given here this morning?—A. None to my knowledge.

Q. If a check for \$234 had been given you by the Congressional Printer could you have collected that check without indorsements?—A. Certainly not.

Q. Do your books show that such a check was ever given?—A. The books would show if the check had been given.

Q. Do the books show that the money has been paid?—A. They show that we have been paid for those books, but my impression is that it went into our regular bill for the Treasury Department, and they paid us.

Q. Did you have any such transaction with the Government Printer?—A. Not to my knowledge.

Q. What amount of blank-books did you supply?—A. That I cannot tell you without reference to the books. I know it was one single transaction, and the only one of the kind we ever had.

Q. I will ask you to look at the stub-book of checks of Mr. Clapp and see whether you find an entry there of charges against you for any amount, and, if so, what amount, on checks given by the Congressional Printer?—A. I see we are charged with \$234.

Q. Since your examination before this committee on Wednesday last, have you had any transaction with H. H. Clapp?—A. Yes, sir.

Q. Was the interview at your establishment in this city after you had left the witness stand?—A. It was.

Q. Was the interview in regard to the Morse Memorial purchase?—A. Yes, sir.

Q. Were there any papers passed between you touching that purchase?—A. Mr. Clapp handed me a bill for a balance due for the purchase of seventy-five copies of the Morse Memorial, amounting to \$2.84, which I paid to him and took his receipt, marked Exhibit G. G.

By the CHAIRMAN :

Q. At the time you paid \$60 for the Morse Memorial, on September 14, 1875, did you pay Mr. Clapp in cash?—A. I paid him in currency.

Q. At what time did you receive those Memorials?—A. About January 1.

Q. Was the account fully made up at that time between you and the Congressional Printer, as to the amount that was due?—A. No, sir; that balance shows that it was not.

Q. Was there any reason why he should not have presented that bill when the books were delivered?—A. I know of no reason.

Q. Did you have any intimation that there was a balance due you until after your examination before the committee?—A. No, sir.

By Mr. SINGLETON :

Q. Did you state to Mr. Clapp what your testimony was before the committee on Wednesday last?—A. We had no conversation whatever in regard to my examination before this committee.

Q. Did you state to other parties after you left this room what the purport of your testimony was?—A. I stated it to Major Brown in your stationery-room.

Q. Did you talk to your partner about this matter?—A. Yes, sir.

Q. Was it with your partner Mr. Clapp settled this matter?—A. No, sir; with me.

By the CHAIRMAN :

Q. Did he inquire for your partner?—A. He did.

By Mr. SINGLETON :

Q. At the time you had the conversation above alluded to with Major Brown in the stationery-room, how many persons were present? and state who they were.—A. I think Mr. Rhineburg was there, and Mr. Ancona, and Mr. Mahood. There may have been others.

Q. Did you speak to other parties?—A. I spoke to Mr. Sturtevant, my partner, my wife, and those gentlemen named. I have no recollection of speaking to any one else.

Q. Was the final payment made on the same day that you were first examined; and, if so, how long after that examination?—A. It was made on the day of my examination—about five hours afterward.

Q. Had you ever had any intimation from Mr. Clapp, or any other person connected with that office, that there was a balance due on account of the Morse Memorial until after your examination here?—A. None, except the intimation contained in the first receipt for the first payment made.

Q. Does that show that you were to pay a balance, or that the Congressional Printer was to refund you in the event that it would not amount to that sum?—A. The receipt states that "should the work not amount to the sum of \$60, the difference to be refunded;" but subsequent to the giving of this receipt there was an engraving added to the book, for which I assumed we were to be charged extra.

By the CHAIRMAN :

Q. What does his bill show that the plate cost you for the number of copies you received?—A. The bill shows that the engraving cost \$1.20 with 10 per cent. added. I would not have paid that \$2.84 if I remembered the form of that receipt. I would not have paid the difference between \$1.20 with 10 per cent. added and \$2.84 if I had remembered the conditions of the first receipt.

By Mr. BALLOU :

Q. Do you mean to say that he charged you and you paid exactly the amount or an approximate amount to be recalled ?—A. I understood it to be an approximate amount.

By the CHAIRMAN :

Q. I hand you the cash-book of Mr. Clapp and refer you to date of February 24, 1876 ; is that a correct entry, and did you pay that money ?—A. I think it is very likely ; I have no doubt that we did.

Q. Did you make purchases of directories during the year 1876 and pay for the same ?—A. We did, sir.

Q. I see that you have but three entries of purchases made by Solomons & Chapman of the Congressional Printer ; are you correct in stating that you have made but three ?—A. I think that is very doubtful, for the reason that we did not keep any separate accounts with the Government Printer, and it was paid out under petty cash for merchandise, without stating what for.

Q. Did you purchase of the Congressional Printer and have for sale in your establishment the Biennial Register for 1874 ?—A. I think we have ; and have a large proportion of them on stock now.

By Mr. BALLOU :

Q. Could you get them from any other source ?—A. Yes, sir ; we could, but we did not.

Q. How many of the Biennial Registers for 1874 did you purchase from the Congressional Printer ?—A. My impression is about forty.

Q. Can you tell what you paid for them ?—A. I cannot.

Q. Can you approximate the cost ?—I cannot. It is just possible that we got them from some other source, but I do not think so.

By the CHAIRMAN :

Q. I understood you to say, when you were on the stand before, that you paid for the books and documents purchased from the Congressional Printer when you gave the order, as a general rule.—A. Yes, sir.

Q. It appears that in 1872, on the 12th January, you purchased of the Congressional Printer fifty copies of the Biennial Register, and on the same day, January 12, you paid in cash \$35, and that the total bill amounted to \$74.70 ; do you remember when you paid the balance of \$39.70 ?—A. My memory does not serve me nor does the receipt indicate.

Q. Following the rule which you stated in your prior examination, when would that bill have been paid ?—A. I cannot tell when they were delivered. The probabilities are that we paid this \$39.70 when the goods were delivered, but when that was I cannot tell.

Q. It appears from the cash-book of the Congressional Printer that you made the last payment on the 8th May, 1872. You will please inform the committee when you did make the last payment, and give the committee the history of the transaction.—A. I cannot do so, without reference to our books, which I will make with pleasure.

AFTER A RECESS.

A. S. SOLOMONS again appeared before the committee and was further examined.

By the CHAIRMAN :

Question. Have you made further examination of your books in regard to the transaction inquired of ?—Answer. I have.

Q. Are you enabled from the data obtained to make explanation ?—A. As far as lies in my power.

Q. Do so, if you please.—A. After a very careful search I am enabled to state at what time the amount of \$39.70 was paid to the Government Printer, as shown by their receipt, dated January 12, 1872, which is marked "Exhibit R."

Q. From that examination is it apparent that the date of the receipt refers to the time the registers were ordered and the payment of the \$35 made ?—A. I believe so.

Q. Did you make an examination in regard to the transaction of March 13, 1872, when the Congressional Printer drew a check in favor of Philp & Solomons for \$234 ?—A. I did.

Q. Please state the result of that examination.—A. We had a large number of blank-books, which we desired to sell to the Treasury Department. They needed the books, but had no fund out of which they could pay for them, and suggested that we should see some one connected with the Public Printer. I met Mr. Roberts, whom I believed to be the foreman of the bindery, and related to him the circumstances. He said he would see about it. Shortly thereafter he made inquiry as to the number of books in our possession, and subsequently saw and made a selection from them, footing

up the amount we asked for such books. He then informed me that under the law they could not buy blank-books, but had to buy paper, and he asked me to make out the bill for the gross amount of the books, that was \$234. The bill read, "Fifty reams white-cap paper, 18 pounds, at 26 cents per pound, \$4.68 per ream," making in the aggregate, \$234. Subsequently, that amount was paid to us by a check from the Government Printer, and the account was closed.

Q. How many books did you sell them?—A. Somewhere between one hundred and twenty-five and two hundred demy and crown-cloth covered books, ruled faint only, and paged.

Q. Did you include in this charge paper, books, binding, and all else connected?—A. Yes.

Q. In this bill of \$234 did you furnish any white-cap paper?—A. None whatever.

Q. Did you examine into the question propounded to you as to the Biennial Registers of 1873?—A. I did.

Q. What did you find?—A. I found that I had made a mistake; that instead of having made a purchase of fifty copies of the Biennial Register of 1873, we purchased that number of copies of the Biennial Register of 1871, and did not buy any of the edition of 1873 except seven copies from a Mr. S. C. Parrish of this city, who deals in Government books.

WILLIAM H. MORRISON sworn and examined.

By Mr. SINGLETON :

Question. State your residence and place of business.—Answer. I reside in Washington City. My place of business is 475 Pennsylvania avenue.

Q. What is your vocation?—A. A bookseller and law-book publisher.

Q. Have you or not had transactions with the Congressional Printer in the purchase of books, &c., from the Government Printing Establishment?—A. I have.

Q. Will you please state the nature and extent of those purchases?—A. I have purchased from time to time volumes of Court of Claims, Opinions of Attorneys-General, and Congressional Directories.

Q. Have you purchased any Blue Books?—A. No, sir; I do not think I have.

Q. Did you bring your books up with you?—A. I have no books at all. I brought up the bills, receipts, and canceled checks.

Q. In the books which you purchased from the Congressional Printer was the title-page changed from that which was prefixed to it by the Government?—A. Yes, sir; I changed the title-page.

Q. State as far as you can the number of each of the books which you say you purchased from the Congressional Printer.—A. They generally ran about 500 copies. I purchased 500 copies of Volume IV, Court of Claims, on August 19, 1870. On May 23, 1870, 4 copies of Catalogue of Subjects of the Congressional Library, 2 copies of Volume I, and 2 copies of Volume II.

Q. What did you pay for them?—A. \$9.14 for two copies of Volume I and \$7.20 for two copies of Volume II. Then I find a bill dated May 17, 1871, a receipt of Mr. Spofford's for the Congressional Printer. I presume I got them from Mr. Spofford. It is signed by him for the Congressional Printer.

Q. What is the amount of it?—A. \$17.25.

Q. You say you find this receipt is signed by A. R. Spofford for the Congressional Printer?—A. Yes, sir. On April 13, 1875, I have a bill of 1,000 Rules of the Supreme Court, \$23.07. On May 10, 1875, 500 copies of Orders of Bankruptcy, and 1,000 additional orders, \$12.35. On June 24, 1875, I have a bill of 100 copies of Judge McArthur's Reports, Volume I, \$79.67. That was paid by canceled check. I have a canceled check dated September 7, 1875, \$205, in payment for 500 copies Opinions of Attorney-General. (Check marked "Exhibit PP.")

Q. Look on canceled check marked "PP," and see if that be the check to which you refer.—A. Yes, sir.

Q. What time were the books received for which this check was given?—A. I should think it was three months afterward. That check was given the day we gave the orders for the books. It required a deposit for that book, and that was the amount, and the check was placed there then.

Q. Can you tell what time it was paid?—A. It was deposited in the Metropolis Savings-Bank. It looks as if it were January 17, 1876, but the ink is very pale, and I cannot tell you positively. I went round to the bank and drew it out a few days ago.

Q. Did this amount fully cover the bill for those books?—A. I have heard nothing further from it. I took for granted it did. Then I have a check for \$254.80. I do not know what it is for. I think it is for Volume X, Court of Claims. Those are all the bills and receipts I have found with the Congressional Printer.

Q. Do you not recollect buying pension-forms from the Congressional Printer?—A. Yes, sir; I think we did.

Q. Do you recollect what amount?—A. I do not; it has been so long ago.

Q. Do you or not recollect of buying from the Congressional Printer 500 copies of Volume V of the Decisions of the Court of Claims?—A. I have had them, and I presume I bought them there. I do not know where else I got them.

Q. What was the amount you paid for them, as nearly as you can recollect?—A. I do not know that I have ever paid for them.

Q. Have you ever bought them from any other persons than the Congressional Printer?—A. No, sir; not that I know of. Public documents are hawked around by Tom, Dick, and Harry, and I may have bought a few from them, but I have never bought 500 copies from anybody else except the Government Printer.

Q. What do you charge for a single copy of Volume V?—A. \$6. When a set is bought, we sell them for \$5. The cost varies according to the number of pages.

By the CHAIRMAN:

Q. Have you been in the habit of paying the Congressional Printer when you ordered documents?—A. No, sir; except once or twice. Whenever I heard that a volume was coming out, if I wanted it I would go and give an order for it for so many copies.

Q. Without paying the money?—A. I was not asked to pay it.

Q. The books were furnished to you?—A. Yes, sir; and I paid whenever I was called upon to do so. When the books came I received them; when the bill came I paid it.

Q. Are you indebted to the Government Printing-Office?—A. I think I am; but I would not say certainly, because my partner may have paid some of those bills, and there is no receipt.

Q. On what account and to what extent are you indebted?—A. I think I owe for one or two of those volumes. I do not think any bill has been brought in for them.

Q. Have you ever bought from any other than the Congressional Printer books belonging to the Government and printed at the Government printing establishment?—A. Yes, sir; I have bought from members of Congress.

By Mr. BALLOU:

Q. Can you state the particular volume for which you owe?—A. I cannot.

Q. How do you know that you owe anything?—A. I am under the impression that there are one or two volumes of the Court of Claims I owe him for.

Q. Can you tell at home whether you do or not?—A. No, sir; I cannot. I do not know anything about it. If Clapp were to swear to his bill, I would have to pay it.

Q. You do not know that you owe any?—I do not know positively, but I think I do.

Q. Can you tell at home for what volume?—A. No, sir. Mr. Clapp, I presume, has a receipt for every book which has ever been delivered at the store.

By Mr. SINGLETON:

Q. Have you bought a large number of books from Samuel Huntington?—A. No, sir; not a large number. I got one or two volumes of the Court of Claims from him, about 50 copies of each.

Q. Do you know where those volumes came from, and how they were furnished to Mr. Huntington?—A. No, sir.

By the CHAIRMAN:

Q. I see from Mr. Clapp's books that you were charged with 500 copies of Volume V, Decisions of the Court of Claims, on 20th September, 1870. Did you buy those 500 copies from the Congressional Printer at that time?—A. I presume I did.

Q. Did you buy those particular volumes from anybody else?—A. No, sir.

Q. Did you receive 500 copies of those volumes?—A. I think I did.

Q. Have you now the volumes for sale in your establishment?—A. Certainly I have.

Q. I see from the books of the Congressional Printer that on 19th December, 1870, you are charged with 20 copies of the laws of the third session Forty-first Congress. Did you order and receive those books?—A. I have no recollection of ever getting session-laws from him. I would not say positively, because I may have received orders from a northern house for those particular books, and may have got them, and paid for them in cash. I have no bill, and I presume I paid for them then and there.

By Mr. BALLOU:

Q. Did you ever give orders for books at the Congressional Printing-Office and not receive them?—I think once, sir. I was too late. I think that was Volume VII Court of Claims.

By the CHAIRMAN:

Q. In making purchase of Decisions of Court of Claims, where did you have them bound?—A. In Philadelphia.

Q. You therefore bought the sheets unbound?—A. Yes, sir.

Q. Did you request the Congressional Printer to put your imprint on the title-page?—A. No, sir.

By Mr. SINGLETON:

Q. If you can, explain what is meant by the charge of 20 copies of laws, third session forty-first Congress, in the account of the Congressional Printer.—A. I presume they are the printed laws in sheet form as they appeared.

Q. Did you receive them?—A. I did.

Q. Did you pay for them?—A. I do not think I ever had any bill presented for them. I should charge fifteen cents apiece for them.

Q. Was there any other channel through which you could get 500 copies of Volume V of the Court of Claims, except from the Congressional Printer?—A. No, sir.

Q. How many times did you buy books of Mr. Huntington; and what books were they, and in what quantities?—A. I think two or three times. I think I bought Volume VII from him.

Q. Did you buy anything else?—A. No, sir.

Q. In what numbers did you get them?—A. About 50 copies.

Q. Did you pay Mr. Huntington cash or its equivalent, for the books?—A. I think the firm did.

After a recess, Mr. MORRISON again appeared before the committee, and was further examined.

By the CHAIRMAN:

Q. After examining your books, are you prepared to explain the transactions relating to the purchase or order of 500 copies of Volume V, Decisions of Court of Claims, made 20th September, 1870?—A. No further than I have already explained.

By Mr. SINGLETON:

Q. Have you purchased the subsequent volumes of the Court of Claims of Mr. Clapp, the Congressional Printer; and if so, have you paid him for them?—A. I am satisfied I did not get Volume VII from him, but I am under the impression I got the others.

Q. Have you paid for them?—A. Not except these checks show so.

By Mr. BALLOU:

Q. Do you always pay by check?—A. No, sir.

Q. Might you not pay cash without getting a receipt, and have no record of it?—A. Yes, sir.

By the CHAIRMAN:

Q. How many volumes of those decisions have been issued?—A. Volume X is the last.

Q. Have you it for sale in your establishment?—A. Yes, sir.

Q. How many copies have you purchased of each volume?—A. Five hundred. The order never varies.

By Mr. SINGLETON:

Q. Have you purchased those volumes as they came out regularly from the Government Printer?—A. Yes, sir; all except the seventh volume. There may be another, but I think not.

By Mr. BALLOU:

Q. Is there any way you can tell positively whether you have paid or not, except it is a matter of memory?—A. No, sir; there is none.

Q. Where you have not any check you cannot swear that you have not paid?—A. I cannot. I have no account whatever against Mr. Clapp, and kept no account of anything. In big transactions we generally gave checks.

By Mr. SINGLETON:

Q. If you had paid this money in cash, would you not have taken a receipt for the amount?—A. I should think it likely.

Q. And would you not have preserved the receipt?—A. I should think so.

Q. Are you satisfied, then, that you have not paid out the amount of \$234 without taking a receipt?—A. I should not think it would be paid without a receipt, but I cannot answer for what my partner may have done.

By Mr. BALLOU:

Q. Do you make it a general rule to take receipts?—A. I very often take no receipts.

By the CHAIRMAN:

Q. I find, by reference to the cash-books of the Congressional Printer, that from 15th August, 1868, until 24th February, 1876, you are charged with five hundred copies each of Volumes III, IV, and V of Decisions of the Court of Claims, and in November, 1875, you are credited with a payment of \$254. What was that payment made for?—A. I think for Volume X.

Q. You have also stated that you have received from the Congressional Printer all

the volumes, with the exception of Volume VII?—A. All from Volume III to Volume X, inclusive, except Volume VII.

Q. Have you any data outside of your memory whereby you can inform the committee whether or not all those volumes have been paid for?—A. Nothing, except what I have shown—checks and receipts.

Q. What has been the average cost to you of the copies of those reports?—A. Fifty cents for each copy, I think.

Q. The cost, therefore, to you for the bound volumes has been 50 cents?—A. Yes, sir.

By Mr. SINGLETON :

Q. If the title-page be taken off and a new imprint made, would it be possible to identify where the printing was done, except by experts?—A. No, sir; I think not. There is no other mark.

Q. After the examination which you have made, are you still of opinion that Volume V of the Decisions of the Court of Claims has not been paid for?—A. I do not think I paid for it.

By the CHAIRMAN :

Q. After the examination you have made, are you of the opinion that Volumes VI, VIII, and IX of the Decisions of the Court of Claims have not been paid for?—A. I do not think they have been. There may be one other volume that I did not get there, but I would not say what volume that was.

By Mr. BALLOU :

Q. Are you so well satisfied that if the Government Printer should be of the same opinion, that you had not paid the bill, you would pay it, unless you could demonstrate to the contrary?—A. I should demand him to show the receipt I gave him for those books.

J. C. PARKER sworn and examined.

By the CHAIRMAN :

Question. State your name and residence.—Answer. John C. Parker; my place of business is 525 Seventh street, Washington, D. C.

Q. Are you engaged in the book-selling business?—A. I am.

Q. How long have you been engaged in it?—A. I have been here in this business for fifteen years.

Q. Are you prepared to exhibit to the committee all the transactions you have had with the Government Printer since you have been in the business?—A. I am not.

Q. Have you made purchases from the Government Printer?—A. I have.

Q. What have you purchased?—A. The Congressional Directory and the Congressional Record.

Q. Anything else?—A. Nothing else.

Q. Did you purchase books or documents from any one else besides Mr. Clapp, connected with the Government Office?—A. That is a hard question for me to answer. I never made the purchases myself. I always sent my messenger, and I understood that he could get nothing except through Mr. Harry Clapp.

COMMITTEE ON PRINTING, April 1, 1876.

J. C. PARKER recalled.

By the CHAIRMAN :

Question. Have you made examination of your books, and are you prepared to inform the committee fully in regard to the purchases you have made of the Congressional Printer?—Answer. I have examined through my papers, and found all the bills and receipts I know of. I thought they were better than my books.

Q. Since the publication of the Congressional Record, have you kept it for sale in your establishment?—A. I have.

Q. From whom did you buy it?—A. From the Congressional Printer.

Q. When did you make a deposit of money before receiving the Records?—A. I did not the first year.

Q. When did you make the first payment for the Congressional Record?—A. As nearly as I can recollect, I made the first payment about January 1, 1875.

Q. What amount did you then pay?—A. About \$513.

Q. How did you pay it?—A. I paid it in cash.

Q. What period did this payment cover?—A. From December 12, 1873, to June 25, 1874.

Q. Did you have the Record for sale during the extra session of the Senate in 1873?
—A. That, I do not recollect; I am not able to answer.

Q. How does it happen that you did not pay for the Record from December 12, 1873, to June 25, 1874, as you received it, or that you did not make a deposit of cash prior to the reception of the Record?—A. I do not recollect of having any account rendered to me. My book-keeper had charge of those things, and I was pretty much surprised when the bill came in; I did not think it would be so large. I think I may have had the bill 30 or 60 days prior to the time it was settled.

Q. During the time you received those Records, were any bills presented to you?—
A. No, sir, not that I know of.

Q. Did you give any receipt on the various days you received the Records during the period above referred to?—A. No, sir.

Q. What was the first intimation you had that the Congressional Printer had an account against you for Records during the period from December 12, 1873, to June 25, 1874?—A. The presentation of the bill. I was rather surprised, as it appeared very large, but I was informed in the store that we got them.

Q. You say you paid this bill in cash?—A. Yes, sir.

Q. Will you explain the transaction whereby the two accounts aggregating \$818 were paid?—A. I borrowed the money from Mr. Wheelwright.

Q. Who is Mr. Wheelwright?—A. He is of the firm of Wheelwright, Mudge & Co., Baltimore.

Q. Please state how this money was paid and your connection with the transaction.
—A. I had made arrangements with Wheelwright to advance the money for me to pay this bill, and Mr. Clapp called on me and I gave him these four notes payable in thirty, sixty, ninety, and one hundred and twenty days, for \$204.58 each, to the order of A. McConnell, esq. I passed them to Mr. Harry Clapp. My next information was that Mr. Wheelwright told me he had cashed them.

By Mr. BALLOU:

Q. When you gave the notes to Mr. Clapp, did you state to him that that arrangement had been made?—A. I did.

Q. And if they had not been cashed, you expected Mr. Clapp would give them back?
—A. Yes, sir.

Q. You thought it was the same as paying it in cash?—A. Yes, sir.

By the CHAIRMAN:

Q. When did you next see the notes?—A. When I took them out of bank.

By Mr. SINGLETON:

Q. What time was that?—A. They fell due at thirty, sixty, ninety, and one hundred and twenty days, and were paid at maturity.

By the CHAIRMAN:

Q. Who had indorsed them?—A. Mr. McConnell.

Q. Who else?—A. Wheelwright, Mudge & Co.

Q. Did you pay those notes at maturity?—A. I did.

Q. At what bank did you pay them?—A. The Second National Bank.

Q. I understand, from your explanation of that transaction, that you never handled any money directly in paying Mr. Clapp that bill?—A. Not in that transaction.

By Mr. SINGLETON:

Q. At the time you made your order for the Congressional Record, in December, 1873, about what amount of money should have been deposited with the Congressional Printer to cover the order which you made at that time?—A. Five dollars would have covered the order.

Q. For what length of time did you give your first order?—A. Until countermanded.

Q. When did your countermand the order, or did you countermand it at all?—A. We did not countermand it at all.

A. How many Congressional Records did you get during the session?—A. 474,380 pages.

Q. Do you undertake to say under oath that \$5 would have covered that order?—A. Not for the session.

Q. In the way in which you gave the order for the Congressional Records, was it possible for Mr. Clapp, or any one else, to understand that \$5 was sufficient to cover your order?—A. If I send down to-day and want 100 copies, and they come to \$5, I buy them. If it was not enough he would not send them.

Q. Did he send you the Records?—A. He did.

Q. Did you give your order for one day alone?—A. At that time I gave my order to send them until countermanded.

Q. Did you confine your order, when you made it, to one day?—A. No, sir; I did not.

By the CHAIRMAN:

Q. Did Mr. Clapp furnish you the Congressional Record from December 12, 1873, to June 25, 1874, without any money from you?—A. He did.

Q. What amount was due to Mr. Clapp on and after June 25, 1874, for the Records you had received?—A. About \$818.

Q. Do I understand you to say that the Congressional Record was furnished to you for all that period without any deposit being made by you or without any money being paid by you?—A. It was.

Q. Was any arrangement made with Mr. Clapp by yourself in regard to this matter?—A. I told him to render me the bill, and I would pay it.

Q. Have you paid all bills for Records furnished you by the Congressional Printer?—A. I have.

Q. Did you make a payment to him on the 9th January, 1875, of \$20, as appears by the bill I hold in my hand, dated January 20, 1875?—A. Yes, sir.

Q. Is this check on the German-American Savings-Bank, dated January 9, 1875, the order that you gave for the money?—A. It is.

Q. Have you taken that check up at the bank?—A. I have.

(Bill, receipt, and check marked "Exhibit AA.")

Q. Have you ever purchased anything besides from the Congressional Printer? If so, state what you have purchased, and when.—A. I have purchased at times the Congressional Directory, but when I cannot say.

Q. Have you purchased anything else?—A. I have bought some Barclay's Digests, but they were paid for at the time.

Q. Have you purchased anything besides that?—A. We may have done so, but I do not remember anything else.

Q. Have you had any binding done there?—A. No, sir; not that I know of.

Q. Have you had any work done there other than you have named?—A. No, sir.

Q. Your purchases, then, from the Government office have been confined to the Congressional Record, Congressional Directory, and Barclay's Digest?—A. Principally to those, so far as I know.

Q. Did you pay for the Congressional Directories and Barclay's Digests at the time you ordered them?—A. Yes, sir.

Q. By check or by cash?—A. That I cannot say.

Q. Have you got the bills?—A. No, sir; I cannot find them.

Q. Have you purchased any articles from any one connected with the Government Printing-Office other than Mr. Clapp or his chief clerk?—A. No, sir.

Q. Have you ever bought anything which came from the Government Printing-Office?—A. No, sir.

Q. Have you ever borrowed any articles from the Government office, or from any one connected with it?—A. No, sir.

Q. Have you anything deposited with you for sale from that office?—A. No, sir.

Q. Have you ever had?—A. Not to my knowledge.

Q. Have you had any conversation lately with any one connected with the Government office in regard to your transactions with that office, or in regard to the testimony you were to give before this committee?—A. No, sir; I have not. I was summoned at 10 o'clock, and was up here at 10.30.

Q. Had you no conversation with any person connected with the Government office?—A. None, except last night.

Q. Who did you converse with last night?—A. With Mr. Roberts, connected with the bindery.

Q. What took place?—A. He came into the store, and said in a jocular way, "I see you were before the committee." I said "Yes." He wanted to know what was done, and I told him I was not at liberty to tell. He asked me if there was anything that had ever occurred outside of the Record. I told him that there had been no transactions with the office except that. He said he judged that Mr. Clapp had kept his accounts all straight; that the cash-books would show all that. The conversation was in reference to a piece that was in the Star, that there had been moneys received by Mr. Clapp that there was no account made of. That naturally made Mr. Roberts ask me some questions which I was not at liberty to answer. He commenced to ask me questions which I told him I was not at liberty to answer.

Q. Have you given the committee all information relating to your transactions with the Government office that would be of service to them in this investigation?—A. So far as my memory will serve me, I have.

Q. Do you keep books of accounts, showing all your transactions with the office?—A. I have for this session of Congress, but the first year I had not. That is the reason I was surprised at the amount of the bill.

Q. Did Mr. Roberts see the papers you have produced before the committee this morning?—A. No, sir; nobody but my book-keeper, who hunted them up.

Q. Was Mr. Roberts made acquainted with the fact that you were going to get those papers?—A. That I cannot say. I did not make him acquainted with the fact.

Q. Did he make any inquiries in regard to the matter?—A. I do not recollect.

By Mr. SINGLETON:

Q. Did he ask you when you were to be before the committee?—A. I think I told him I was to be up this morning.

By the CHAIRMAN:

Q. Did he tell you in the progress of the conversation the manner in which Mr. Clapp kept his books of accounts?—A. He said they were kept entirely separate from the rest.

Q. And correctly kept?—A. He said he judged they were kept all straight.

W. H. NALLEY sworn and examined.

By the CHAIRMAN:

Question. State your name and occupation.—Answer. William H. Nalley, book-binder, corner of Ninth and E streets, Washington, D. C.

Q. How long have you been engaged in business here?—A. I commenced business in 1860, and have been in the business ever since.

Q. Have you had any transactions with the Government office, or been in any way connected with it during that period?—A. Nothing more than friendly transactions.

Q. No business transactions?—A. None whatever.

Q. Have you had any business transactions with any one connected officially with the Government office?—A. Only to the amount of \$3.75. In last July I had some small books to bind for Norman Wiard, and I did not have any stock on hand, and I understood they were selling what are called cuttings of leather, and I got one of my men to go down and see Mr. Roberts, and see if he could not buy them. I bought a bag-full, and I think the bill amounted to \$3.75.

Q. What date was that?—A. July or August, 1875.

Q. Other than this, have you ever bought books, paper, or materials from the Congressional Printer, or any one connected with the office?—A. No, sir; not to my knowledge.

Q. Have you, at any time, received anything from the Government Printing-Office in the shape of materials?—A. Nothing further than what I borrowed. I have borrowed from Mr. Roberts two or three skins of leather. I borrowed, one time, a roll of muslin, and one-half dozen sheep-skins, and about three pounds of thread.

Q. Did you return similar articles to the Government office, or pay for them in money?—A. I have never paid a cent of money, because I have had no bill rendered. I have returned the articles borrowed in great measure. I owe for a roll of muslin, and, I think, three skins of Turkey morocco.

Q. When did you receive those?—A. During the last summer.

Q. Has any one in your employ received articles from the Government office, and, if so, who, and what were they?—A. Mr. R. W. Wade, one of my journeymen, at one time when I had three books to do for Dr. Woodward, and wanted some black Turkey morocco, without my knowledge, went and got those skins from the Government Printing-Office, and told me I would have to return them; but, not having any black Turkey morocco, I have not done so.

Q. Did not you, or some one in your employ, receive a number of books belonging to the Congressional Library to be bound or rebound?—A. Never, to my knowledge. I have never bound a book for the Congressional Library since the time of Cornelius Wendell.

Q. Have you ever done any work for the Government Printing-Office, or for any one connected with it?—A. Nothing more than binding some music-books—four volumes, I think—for Mr. Roberts, for which he paid me cash.

Q. Does that cover all your transactions with Mr. Roberts?—A. Yes, sir, it does; except Mr. Roberts's kindness to me in giving work to girls when I have asked him.

Q. Did not you receive comb-paper and Russia leather at various times during 1874?—A. I never got comb-paper from him in my life.

Q. Or Russia leather?—A. I think I did, to do two ledgers for the Bank of Washington.

Q. Did or did not a man named Ritchie, in or before last May, take to your establishment three books to be bound for the Library of Congress?—A. No, sir. If there is anything in that whatever, it is three books of music which I bound for J. W. White,

assistant foreman, which I did so far as to send them back to get him to put the marble-edge on. He sent them back, and I finished them.

Q. Where did the materials come from?—A. From my shop.

Q. Did not that man Ritchie, or some one else, take some materials to your establishment about May, 1875?—A. Yes, sir; I think that was the three skins of Turkey morocco I have spoken of.

By Mr. SINGLETON:

Q. Do you know of any outside binding having been done by the Government office?—A. Nothing more than what I believe occurred—binding got by Philp & Solomons, for the Internal-Revenue Office.

By the CHAIRMAN:

Q. Have you had any conversation lately with any one connected with the Government Printing-Office?—A. I met Mr. Roberts a week or two ago last Sunday; I went to see him about giving a girl some work. He said he thought I would be subpoenaed here.

Q. Did any conversation take place between you and Mr. Roberts in regard to your transactions with the Government Printing Office?—A. Yes; there was reference made to this bill, whether I paid it or not. He said that he did not recollect my borrowing a roll of muslin at all, and I do not believe he did, because he may have been absent and Mr. White may have loaned it.

Q. About what amount of materials have you received at various times from the Government office, and what remains unsettled?—A. I cannot think of above thirty-five dollars' worth. I think that would pay my whole indebtedness.

Adjourned.

COMMITTEE ON PRINTING, *April 4, 1876.*

U. H. PAINTER affirmed and examined.

By the CHAIRMAN:

Question. State your residence and occupation.—Answer. I reside at West Chester, Pa. I am a newspaper correspondent in this city, and have been most of the time for the last sixteen years.

Q. Have you made any purchases, and have you had any work done, during your residence in Washington, at the Government Printing-Office?—A. I have.

Q. Are you prepared to give the committee a statement of the purchases you have made there?—A. I can tell the bulk of them. I have been in the habit of getting Congressional Directories there at each session of Congress for the last five or six years, probably longer, since they were printed there. I do not now recollect anything I have ever bought there except the Congressional Directories and a couple of hundred copies of the reports of Howard Painter, commissioner to the Vienna Exposition, on metallurgy, now going through the office. I bought some Covode's Eulogies.

Q. Did you, at any time in 1875, get one thousand copies of the Roach Memorials?—A. I did not. Mr. William E. Chandler did. I took an order to the office for him. He was Mr. Roach's counsel here. It was a small pamphlet, I think, of one page. The cost would be about one dollar. I should not think it would be over that.

Q. The Congressional Printer's cash-book shows that on 16th February, 1875, U. H. Painter received 1,000 Roach memorials, and the charge of \$4.75 is made therefor; did you pay the money for it?—A. No, sir; I did not. Mr. Chandler paid it. Mr. Roach lives in my congressional district, and being intimate with him for a number of years, when he was here I did what I could for him in getting him information. I never paid any of his bills. Mr. Chandler did that.

Q. You stated that you have had binding done at the Government office. What sort?—A. Various congressional documents.

By Mr. BALLOU:

Q. Did you purchase the congressional documents before they were bound, and send and get them bound?—A. I never got any congressional documents there except Congressional Directories. I get the documents at the Capitol.

Q. You get them here and send them to be bound?—A. Yes, sir.

Q. Have you ever had any binding done there without an order from a Senator or member of Congress?—A. No, sir, not lately. I did until within a year or two, when he required me to get an order.

By the CHAIRMAN:

Q. The Government Printer's cash-book shows that on 5th April, 1873, you had thirty-three volumes bound at a cost of \$33. Do you know anything about that trans-

action?—A. I do not recollect now. It seems to me now that it was only within the last two or three years that I had to get an order from a member of Congress.

Q. Do you recollect what books you had bound at that time?—A. I cannot recollect now.

Q. Were they Government books or miscellaneous books of your own?—A. I do not think I ever had a miscellaneous book of my own bound there except this last winter. I had some railroad pamphlets and probably five or six magazines bound this last winter.

By Mr. BALLOU:

Q. Why do you go there to get them bound?—A. What I had at first were bound there, and I had some pride in getting them all uniform. I had some done on Pennsylvania avenue, and they did not match.

By the CHAIRMAN:

Q. How do the prices compare with the prices of private establishments?—A. I told Mr. Clapp that I thought I was paying 25 per cent. more than he ought to charge.

Q. Coming back to this charge of \$33, do you recollect whether you had that done on your individual order, or on an order of a member of Congress?—A. I cannot say. It is very likely I had it done on my own order, and paid for it with my check.

Q. There is another charge here for binding, on 27th February, 1873, \$4. Can you recollect what that was?—A. No; I do not recollect.

Q. Have you had other binding than that done at the Government office on your own account?—A. None, that I recollect.

EDWARD H. KNIGHT affirmed and examined.

By the CHAIRMAN:

Question. State your name and residence.—Answer. Edward H. Knight; residence, Washington.

Q. How long have you resided here?—A. Since 1871.

Q. Have you had work done at the Government Printing-Office, or made purchases of books there, during your residence here?—A. I have had charge, to some extent, of the printing and binding done for the Patent-Office.

Q. Have you made any purchases on your private account?—A. None that I recollect of.

Q. Have you had any binding done there?—A. None, excepting things ordered by the office.

Q. For your own personal use, I mean?—A. I never paid any sum to the office. All the work which has been done has been paid for in the regular way by requisition.

Q. Have you had any books furnished to you by the Congressional Printing-Office?—A. Occasionally a report, but not for pay, but as a courtesy; nothing further than that.

Q. What number of extra or fine books have you had bound in your Bureau; that is to say, fine binding?—A. Our fine binding has been almost altogether for records—two copies of each important book, such as our weekly list of patents, and our monthly list. Some copies of the old Patent-Office reports have also been made, for the examiner's room, bound in calf. These include nearly all the binding that we have had done. Our monthly volumes, 150 volumes per month, are half bound in sheep for distribution to the libraries of the country. The remainder of our binding, excepting account-books, ledgers, and things of that character, is either done in sheep, half-sheep, or cloth; in all of which forms the Gazette is bound. The binding of the miscellaneous books for reference follows in the style of the same set of volumes of previous issues, and is usually Russia or calf, to correspond with the previous volumes. The most expensive binding, apart from the account-book style, which we have is that of the English patent reports. By agreement with the English patent-office we are bound to get them up in the same style as their own, the drawings all mounted on cotton and the books of text and plates bound in half scarlet morocco, with the British arms on the back of the books. This system has been adopted throughout, according to promise. Sometimes, though but seldom, copies of current reports have been put up in better than the usual binding, for presentation, Commissioners having desired to keep some memorial of the work done during their tenure of office.

Q. Were those extra-bound copies paid for out of the appropriation?—A. All the binding I referred to has been paid for in the regular way out of the appropriation.

Adjourned.

COMMITTEE ON PRINTING, April 5, 1876.

JOHN G. JUDD sworn and examined.

By the CHAIRMAN:

Question. Have you made examination of the Congressional Directories of the Forty-third Congress, embracing six editions, four for the first session and two for the second session?—Answer. I have.

Q. Do you find from your examination that the Congressional Directory is kept standing in type, and corrections made as the editions appear?—A. That is the way I find it.

Q. Will you examine the book you have before you—the Congressional Printer's register of printing for the House of Representatives, and tell me the charge made for composition of the Congressional Directory for the Forty-third Congress?—A. For the first edition of the first session the charge for composition is \$305.40; for the second edition, 305.40; for the third edition, \$321.60, and for the fourth edition \$321.60. For the first edition of the second session the charge is \$342, and for the second edition \$342.

Q. What is the total of those charges for composition?—A. One thousand nine hundred and thirty-eight dollars.

Q. Considering that the type is kept standing and the corrections only made, are those charges correct?—A. No, sir.

Q. What would be a correct, or about a correct, charge of composition of six editions of the Congressional Directory?—A. The proper way, in my opinion, to have charged that up would have been to charge for full composition the first time, amounting to \$305.40. Then after that edition, the type evidently being kept standing—which is plainly proved by the wrong letters and the battered letters and the wrong-font letters in the very same places in each edition, which would not be possible if the type had been distributed—I should allow for the subsequent editions the time it would take to correct them; and, after a pretty careful examination, I think one man ought to be able to correct that whole book in a week and have time to spare, excepting when you break from the first to the second session. I should think that for the first edition of the second Congress I should allow two weeks' time, but for the second edition I would not allow more than for the second edition of the first session. I, therefore, make as a proper charge for the composition of the six editions, \$449.40.

Q. What overcharge has been made by the Congressional Printer, in your opinion, in the actual cost to prepare the different editions for the press?—A. One thousand four hundred and eighty-eight dollars and sixty cents is the difference.

Adjourned.

COMMITTEE ON PRINTING, April 6, 1876.

A. M. CLAPP recalled.

By the CHAIRMAN:

Question. When did you commence work at the Government Office on the debates of Congress?—Answer. Immediately after 4th March, 1873.

Q. Did you submit an estimate for doing the work?—A. Yes, sir.

Q. Since you commenced printing the Record have you kept a detailed account of all labor and materials entering into its production?—A. Yes, sir; as far as we possibly could. The business of that office is so complicated that it is impossible to take in the absolute expense in every iota for the printing of the Record, for the reason that the presses are used for that when they are not used for anything else. Consequently it is very difficult to get at the precise cost of the press-work, taking into consideration all the lateral and collateral expenses.

Q. Since your estimate on the Record was adopted, has it been necessary to make any change, increasing or diminishing your original charge?—A. When we come to the actual cost, it falls under our estimate; how much I cannot tell.

Q. You are satisfied that the way it is now done is more economical than when done by the proprietors of the Globe?—A. I think that is susceptible of the clearest proof.

Q. What is the difference per page between the cost of the Record and that of the Globe, bound edition?—A. I do not think there is much difference. Our paper is more expensive than that the Globe was printed on.

Q. Is the cost of the Record greater than the cost of the Globe for the bound edition?—A. That I cannot say, because I do not know what the bound edition of the Globe cost per page.

Q. Do you strike off as many copies of the Record as there were of the Globe?—A. I cannot answer that. We strike off what are ordered by Congress. I think it is about the same number.

Q. What number of the daily Record is now printed every day of the regular edition?—A. I think something over 5,000.

Q. Do you stereotype the daily edition?—A. No, sir; not generally. We have done it in a few instances, when we thought we were liable to be thrown out of copies. How many I cannot say.

Q. When do you stereotype it?—A. We stereotype it immediately if we stereotype it at all.

Q. After the regular number is printed?—A. Yes, sir.

Q. Do the extra orders you have for copies pay for the cost of stereotyping it, when it is stereotyped?—A. If it is stereotyped in that way, I doubt if they would. I doubt if the orders we have would pay for the stereotyping.

Q. Where, then, would the charge for this stereotyping appear?—A. It would appear in the general expenses of the office.

Q. How long do you hold the plates of the daily Record?—A. Until, in our judgment, there will be no more copies wanted.

Q. Who is in charge of your stereotyping department?—A. Mr. Elliott.

Q. Do you consider him a thoroughly competent man?—A. I so regard him; he was highly recommended to me.

Q. What do you pay him per week?—A. About \$31 or \$32.

Q. What did you pay him for his services ending September 30, 1875?—A. \$1,617.15.

Q. Under what heading is he reported in your last report to Congress?—A. Under the head of "Labor and printing."

Q. I see by this report that you have given separately the amounts paid for labor on the Congressional Record. Will you please state whether Mr. Elliott's name appears in that report?—A. I have not examined it. I presume it does not. The Record is a very small proportion of his work.

Q. Since he does not appear there, was any account taken and any report made of his services on the Congressional Record?—A. That is reported, as I understand it, under stereotyping for the Congressional Record. I do not think we could possibly give the names of every person where there is but a fraction of his time used for the Congressional Record. I doubt if we could give the precise amount of labor on the Record every day.

Q. Under the head of "Disbursements on account of Congressional Record" you give the pay of employes?—A. Those who were employed all the time on the Record.

Q. Then Mr. Elliott does not appear in that distinctly?—A. No, sir.

Q. Does he appear at all in that?—A. Only under expenses of stereotyping.

Q. Your statements being correct, how do you reconcile them with this sum of \$88,000 being correct?—A. It is as nearly correct as you can divide a fraction.

Q. Is your report of the amount expended for labor correct, when it omits under that heading Mr. Elliott and his subordinates in the stereotyping department?—A. Yes, I think it is correct in so far as we make it appear in the expenses of the stereotyping department.

Q. Would an examination of this report show the amount expended for labor on the Congressional Record?—A. It would, very nearly.

Q. Was your testimony before the Donnan committee in 1874 correct in every particular?—A. I cannot answer that.

Q. Have you seen fit to make any changes since in that testimony?—A. I have not, because I have not examined the testimony.

Q. Are the men in charge of the various branches still in charge?—A. There may be some changes. There is Mr. Helm and his assistants.

Q. Who is now in charge?—A. Mr. Helm.

Q. Are you a practical printer?—A. I began at 14, and have been in a printing-office ever since.

Q. How long an apprenticeship did you serve?—A. Seven years.

Q. Did you serve your entire time in a newspaper-office, or did you work sometimes on book-work and sometimes on newspaper-work?—A. Newspaper and job work.

Q. Did you at any time have an establishment of your own?—A. Yes, sir.

Q. What class of work did you execute in your office?—A. The best of job-work and book-work.

Q. How many hands did you employ?—A. I should think about fifteen in the job-room and about thirty in the newspaper-room.

Q. How many presses did you have in use?—A. Five in the job-room and a power-press in the newspaper-room.

Q. Have you still an interest in the office?—A. No, sir.

Q. When did you dispose of your interest?—A. I think it was 17th March, 1869.

Q. Did you have a bindery connected with your office?—A. No, sir.

Q. Did you have any experience in the book-binding business before you took charge of the Government Office?—A. Only by observation.

Q. Who is in charge of the Government binding?—A. J. H. Roberts.

Q. How long has he been there?—A. Since I have been there.

Q. You consider him a thorough workman in his line of business?—A. I do regard him as such.

Q. Who orders materials for the different branches of your office?—A. The foreman of the bindery.

Q. Are the materials furnished of the best quality, and at the lowest market-price?—A. I suppose them to be.

Q. You have stated that Mr. Helm is in charge of the composing-room of the Record. Had he any experience in that particular kind of work before he was employed in the Government Office?—A. I understand that he had.

Q. Do you think he can explain to the entire satisfaction of the committee the workings of his department?—A. I judge he can.

Q. Do you think he executes the work in the most economical manner?—A. I do.

Q. Does he receive a yearly salary on account of the Record, or not?—A. He does. We utilize him in other parts of the office.

Q. In your last annual report, on page 35, you give the cost of materials on the daily and book Record. The amount named is \$48,411.59. Does that include everything in the shape of labor connected with the Record?—A. My impression is that it does.

Q. Under the head of materials, the amount named is \$40,548.21. Is that all you expended for materials for the Record?—A. I think so.

Q. Do you know whether it is or not?—A. No, sir. I cannot tell you whether it is or not. I believe it to be.

Q. The total of these items reaches the sum of \$88,959.80. Do you consider this to be correct?—A. I do.

Q. Was that sum for the second session Forty-third Congress?—A. I think it was. It represents itself so.

Q. How is it you extended the labor record over the period commencing October, 1874, and terminating September, 1875?—A. Because it is customary to keep the foreman the year round, that we may not lose his services.

Q. For what purpose was \$162 charged against the Record in the month of October, and \$150 in the month of November?—A. Mr. Helm's salary was \$150 in November, but October does not appear on that book.

Q. Have you before you the account-book for your office of the expense of the Congressional Printer?—A. Yes, sir.

Q. Does your book show an expenditure on account of labor for the month of October, 1874?—A. No, sir.

Q. What amount was expended in July as shown by this report?—A. \$162.

Q. This report which I hold in my hand gives 12 months, from October to September. In October I find that \$162 are charged?—A. I find it in July, 1875.

Q. What other expenses do you find under the head of July, 1875?—A. For Mr. West, messenger.

Q. I find that in your report you have given the sum of \$3,402.50 as the pay of employees for the month of July, 1875. Is that correct?—A. I presume it to be.

Q. I will return now to the month of October, 1874; do you find any record on the book of accounts of the Congressional Record of a payment having been made of \$162?—A. No, sir; I do not.

Q. Do you find from the experience you have had with the Record that it is more costly or less so than you first supposed?—A. I think it costs less.

Q. Are the corrections of members of Congress very numerous or expensive?—A. You can get that fact more definitely from Mr. Helm.

Q. Do you know whether or not any speeches are ever set up in advance of their delivery in Congress?—A. There are.

Q. Are they printed as they are set up, or are they frequently subject to numerous and expensive corrections?—A. Not so much so as the speeches that come down from the reporters.

Q. How many speeches do you have during an ordinary session of Congress?—A. Only a few.

Q. Do you frequently find it the case that after a speech has been set up in advance, and delivered in Congress, that it is more economical to set it up new?—A. I have known cases where they were so sliced up that it was as cheap to set it up anew.

Q. Do you charge for it when it actually appears in the Record, or for the composition in its stages before it appears in the Record?—A. It is charged up in time.

Q. Consequently the cost of all the changes appears in the sum-total of expenses of the Congressional Record?—A. Yes, sir.

Q. Do you consider it an advantage to the office to put speeches in type in advance of their delivery?—A. No, sir; I do not think it is.

Q. How much per thousand do compositors by the piece receive?—A. Sixty cents.

Q. Do the other piece-hands in the office receive the same?—A. Yes, sir.

Q. Do you pay the compositors on the Record 60 cents per thousand for simply the composition?—A. The composition and corrections, except the extraordinary corrections.

Q. In your testimony before the committee of which Mr. Donnan was chairman, you testified that you stereotyped the daily forms of the Record so as to form back num-

bers. To what account did you charge this stereotyping?—A. To the expenses of the Record.

Q. Was it charged to the persons who subscribed for the extra numbers?—A. My impression is that it was not.

Q. Can you say definitely?—A. No, sir, I cannot.

Q. Suppose there had been no call for extra copies, where would the charge for stereotyping appear on your books?—A. In the general expenses of the office; but it would not appear as against the Congressional Record at that time.

Q. Not against the Record?—A. No, sir; not as the books were then kept.

Q. How do you reconcile the statement made here with the statement made in the examination before the Committee on Printing in 1874?—A. I think we are keeping our accounts in a different manner now. We have the office re-organized.

Q. How do you purchase paper for the Record; do you make a special purchase?—A. I purchase no paper outside of the committee's purchases—not for the Record.

Q. In what part of your report will the statement of cost of paper used in printing be found?—A. On page 35 of the last report there is 4,075 reams at \$5.11.65 a ream, making \$20,849.74. Then there is 378 reams of printing-paper at \$4.46 a ream.

Q. Was that all the paper used last year in printing the Record?—A. Yes, sir; I think so.

Q. Please state the weight and description of that paper.—A. Forty-five pounds to the ream.

Q. You have subscribers for the daily Record, and charge the regular amount. What is that amount?—A. I cannot tell until the session closes. It is so much per hundred running pages.

Q. How do you fix the charge if you do not know how much it will be?—A. We take \$10 from each subscriber, and if there is a deficiency they make up that deficiency, and if there is an excess it is returned.

Q. Do you send the Record at all after the deposit has been exhausted?—A. We do when they request it, and we notify them and they furnish the money at once.

Q. If there is a surplus do you return the money to the subscribers?—A. Invariably.

Q. What was the case at the last session; was there a surplus or not?—A. I think there was a small surplus. We took \$5; it was a short session.

Q. How do you return those amounts?—A. We inclose them by mail.

Q. Do you pay postage on letters?—A. Yes, sir; we cannot send letters without paying postage.

Q. It will appear from this that you have an extensive correspondence on account of the Record. How does it happen that your sundry expenses for envelopes, paper, and stamps were so small last year, amounting to only \$5?—A. I cannot answer that.

Q. How do you pay for proof-reading?—A. By the week.

Q. What do those proof-readers do in case of an adjournment from Friday to Monday and also during the recess for the Christmas holidays?—A. Their pay goes on, I think.

Q. What is the charge, or what is the per cent. of charge, for proof-reading?—A. I do not know that we have added any per cent. as the charge to be given for proof-reading.

Q. You state, as I read it, in an examination before a previous committee that "making-up and proof-reading cost you 30 per cent." That being the case, how does it happen that in the estimate you sent the present committee for reproducing a page of the Globe containing, as was stated to you, 6,500 brevier ems, you charged \$3.90 per page for composition, and 50 cents for proof-reading, which is not quite 13 per cent.? The matter for the Globe is all solid, and contains no fat, so called, so it must be given to your piece-hands, as you state that all solid matter is given to them. Now, as they are paid 60 cents per thousand, and you estimate the proof-reading at 30 per cent., or 18 cents, a page of the Globe would cost, 6,500 ems, at 60 cents per thousand, \$3.90, and proof-reading, at 18 cents per thousand, \$1.17, making a total of \$5.07; while you sent us as an estimate \$4.40, a difference of 67 cents a page.—A. I took my figures from my foremen, who make all those estimates for me.

Q. And in this statement, unless you include the cost of making-up and preparing for the press in the proof-reading, that item is not stated?—A. I presume it is covered in there.

Q. Is it the rule in this country that proof-reading costs from one-third to one-half the cost of composition?—A. I do not know what the rule is.

Q. If a page of the Congressional Globe contains 6,500 ems, what will it cost you to reproduce that page and stereotype it, as you now pay for composition, proof-reading, and stereotyping in your office?—A. Five dollars and thirty cents.

Q. Please give the component parts of that charge.—A. Composition \$3.90, proof-reading 50 cents, and stereotyping 90 cents.

Q. Have you included making-up?—A. I think making-up is included in the proof-reading.

Q. What do you estimate the cost of proof-reading for 6,500 ems would be?—A. Proof-reading and making-up at the rate of 50 cents per page.

Q. What would that be per thousand?—A. A fraction less than 8 cents.

Q. Do you tell me that for 8 cents per thousand you can read and reread and make-up a form containing 6,500 ems ready for press?—A. I have not the data here and would not undertake to answer.

Q. On page 46 of the Donnan report you state that "my estimate is \$1.50 per 1,000 for composition."—A. That is the estimate that we made at that time.

Q. Have you seen cause to vary that estimate?—A. I do not know that I have.

Q. That being the case, why should your answer be that you can take 1,000 ems of the Congressional Globe and reproduce it for less than 63 cents, composition and all?—A. Because that estimate was made so as to be sure and not lose any money.

Q. Then you have changed the estimate?—A. I have not, because I have had no occasion. That estimate was made for a special purpose, and we made it high enough to cover everything.

Q. What does it cost per thousand to make ready for the press or for the stereotyper the present issue of the Congressional Record?—A. I cannot answer that now.

Q. How much do you charge per token for press-work on the Record?—A. About 50 cents.

Q. What presses are used for printing the Record?—A. The Hoe press.

Q. In the Donnan investigation, which I have before me, it was shown that when the Globe published the proceedings of Congress, you were so pressed for room that the folding was done in the Globe office. Am I correct?—A. It was so done when I came here.

Q. It was also shown that that amounted to about \$5,000 a Congress, and that you took no account of it in charging your cost for printing. Please explain how it was possible for you to make your books balance with that sum unaccounted for?—A. The only charge we made was for the labor.

Q. Does this explain the discrepancy?—A. Whatever was paid for labor was charged up.

Q. Are you quite sure that you included in your report the amount paid for folding, \$6,300?—A. I think so. I think it appeared in the labor-account, with all the names, and what was paid to each one.

Q. If it should be found, during this examination, that omissions had been made in the charges for the cost of the Record, will you explain to us how it would be possible to make your books balance?—A. If a mistake had been made the books would not balance.

Q. What per cent. cost of the composition should be allowed for the items of proof-reading and making-up?—A. If I recollect rightly, we made it about 100 per cent. in our estimate for the publishing of the Globe.

By Mr. SINGLETON:

Q. Do the books of your office, submitted to the committee for inspection, show truly and correctly the amount of money which you have received from time to time for Congressional Directories, Congressional Records, Reports of the Court of Claims, and all other books, printing, binding, articles sold, and work done in the Government Printing-Office?—A. They are intended to, and I think they do.

Q. Have you required parties who have ordered and received those Congressional Directories, Congressional Records, Reports of the Decisions of the Court of Claims, and other books and printed matter from the Government Printing-Office, that they deposit in advance the sum of money supposed to be sufficient to cover those orders?—A. Not invariably. We could not do that with Senators and members of Congress very well. I suppose we ought to stand by that law, but when the Joint Committee on Printing comes and tells me I had better accommodate members, I have accommodated them.

Q. Have you done it in all cases except with members of Congress?—A. It has not been invariable.

Q. Have you collected the amount due for those books ordered and delivered?—A. As far as possible, we have.

Q. If there are delinquents from whom you are not able to collect these several amounts, on which one of your books would this be made to appear?—A. I am not sure that the books show where we do not collect the money. It is possible that there is a memorandum-book.

Q. Do you think it a proper system of book-keeping, and acting in good faith to the Government, which you represent, to deliver Government property to outside parties, and make no record of the fact in your books?—A. I stated there might be a memorandum-book of accounts.

Q. In the report which you have made of your acts and doings as Congressional Printer, have you made any showing whatever of those delinquencies, what amount has been lost, and who are the debtors for such amount?—A. I did make such a report as that some years ago on call.

Q. You say there may be a memorandum-book kept of such things. Do you know that there is any such book kept; and if so, have you submitted it to this committee

for inspection?—A. I do not know that I have. I know there ought not to be such a book, because there ought not to be such transactions.

Q. If your office were vacated, and you ceased to be Public Printer, what knowledge would the Government have of those transactions, and what opportunity of collecting what might be due to the Government, if they are not put on your books with other transactions?—A. If there was no book, there would be none.

Q. If there be delinquents, how do you account on your books for materials and labor used in furnishing documents to those delinquents?—A. It goes into the general labor and material account.

Q. Does the full amount that you paid for labor last year appear on your books and in your report?—A. It does.

Q. Does the full account of material purchased and used appear on your books?—A. I think it does.

Q. That being the case, and there being delinquents, how is it possible for you to reconcile your books with your reports?—A. The books show what the cost is. I have not reported the delinquencies.

Q. How have you charged up on your books the labor you have taken with those delinquents?—A. It has gone into the general expenses of the office.

Q. Who has furnished you the money for the labor and materials you have expended?—A. The Government.

Q. There is consequently a discrepancy between the actual state of facts and your report?—A. There is a loss to the Government of as much as the delinquencies cover.

Q. Does the law make it obligatory on you to demand and receive cash in advance for all public documents that you furnish to outside parties?—A. Such is the law; and the law has been violated every day, I guess, since the office has been established.

Q. Have you, in accordance with law, covered into the Treasury each month the amount of money which you have received from the sale of books, printed matter, and other materials belonging to the Government?—A. The law does not require it to be covered in every month.

Q. How often are you required to cover it in?—A. We are not required at any given time by law. The law says it shall be done, but not when it shall be done.

Q. Have you now a large amount of money in your hands or on deposit belonging to the Government of the United States?—A. I have.

Q. State what amount.—A. I think somewhere in the vicinity of \$50,000.

Q. How long have you had this money in your hands, or a portion of it?—A. It has been accumulating along.

Q. Does it reach back to the beginning of your administration?—A. Not entirely back.

Q. Have you any authority of law for using this money in any other way than to cover it into the Treasury?—A. I only pay the Government employes.

Q. Have you a right so to use it under the law?—A. I judge so.

Q. Is there not an annual appropriation made by Congress for the purpose of paying the employes?—A. Yes; but the Government Printer can only draw \$53,000 at a time, and the pay-roll amounts to over \$90,000.

Q. You now hold in your hands \$50,000 belonging to the United States Government?—A. I think I have.

Q. Which has been accumulating for what time?—A. That I cannot say.

Q. Where do you keep that money deposited?—A. It lies in the safe, except when in the hands of the employes. We pay it out every month; then the pay-roll goes to the Treasury and the Treasury settles the account, showing the balance due. That comes back to me, and is paid again on the next pay-roll, and the office would stop but for this money.

Q. I ask you if there is any law which authorizes you to handle this money any way except to cover it into the Treasury?—A. It does not become me to sit in judgment on my own actions and to define the law. If it is an offense, then I have offended.

Q. Have you no deposit in any bank in the city?—A. No, sir.

Q. You keep \$50,000 lying in the safe in your printing-office?—A. Except when the accounts are going through.

Q. So, then, you have taken the money which has been paid for Government property and have used it in such a way as you thought proper to do?—A. For Government purposes, and no other.

Q. Have you ever covered into the Treasury of the United States any amount of money? and, if so, state the amount.—A. I cannot state the amount.

Q. Have you paid over any money to the Treasury?—A. Yes, sir.

Q. What was the last time that you made any payment to the Treasury of the United States of money which you had received?—A. I think it was in October or November.

Q. When do you pay this money out?—A. On the first of the month, or as soon as the pay-rolls are made out.

Q. When do you get it back?—A. About the 15th or 20th.

By the CHAIRMAN:

Q. Why do you not draw this money in one check, instead of two, as the stub-book shows?—A. As a matter of convenience and safety.

Q. This money, instead of being in your safe the greater part of the time, is in the Treasury?—A. Yes, sir; going through with my vouchers.

Q. Do I understand you that this money is only in your hands from the date of your checks on the Treasury until pay-day?—A. I think that is about it.

Q. The examination of the Treasury would, therefore, ascertain the fact that you had a surplus of money there?—A. Yes; they notify me what my surplus is.

Q. Do you use this surplus money you have in paying any other bills except those for labor?—A. It is possible it may have been used for some miscellaneous bills.

Q. To recur to the Record. In regard to its cost, you have charged for repairs to wagon \$75.50. Will you please point out when the purchase of this wagon was made, and what was its cost?—A. We have half a dozen wagons, and I do not know which it is.

Q. Has it ever appeared in the cost of the Congressional Record?—A. I cannot answer that.

Q. I do not observe, in the report of the cost of the Record, any charge for the horse; or drivers, horse-feet, blacksmithing, or harness; can you explain how you can use the wagon without these items?—A. I do not use them without those items. There is but one wagon used for the Record, and whether that has been charged for against the Record I cannot say.

Q. Do you use a buggy in connection with the Record?—A. We use a covered car-rall.

Q. Where does the expense of the driver appear?—A. Mr. West drives it, and he goes in against the Record; but the cost of keeping it goes into the general expenses of the office.

Q. Ought it not to go in there?—A. There is no reason why it should. It could not very well, except you set up a different establishment, a different stable, and a different bin for the horses.

Q. Do you, in delivering the Record, use a wagon with two horses or mules?—A. I do, for delivering the bound copies.

Q. Is it the same this year as last?—A. I think so.

Q. Does the expense for that purpose appear in the report of the cost of the Record?—A. No; because it is used only part of the time; it is used for other departments. We have made the Government office bear that.

Q. If I understand you, the entire cost of those vehicles and horses enters into the yearly account of general expenses?—A. Yes, sir; they are used only occasionally for the Record work.

Q. The Record goes to press early in the morning, when no other work is going on; I observe that there is no charge for fuel or steam. How much should be charged for that item?—A. It is charged in the press-work, as nearly as can be got at.

Q. Does all the expense of labor and fuel in producing the Record appear in the item of 50 cents a token for press-work?—A. No, sir.

Q. Does the fireman appear on the pay-roll on the Record?—A. No, sir; I do not think he does.

Q. Does this appear in the charges of the Record?—A. I do not think it does.

Q. How many Records did you bind last year?—A. That I cannot answer.

Q. Does your report or books show how many were bound?—A. I do not think my report shows the number of volumes.

Q. Does your book of accounts of the cost of the Record show the number of copies bound and the cost?—A. I do not think it shows the number of volumes.

Q. Should or should not that book contain a full exhibit of the cost of the Congressional Record, including composition, press-work, paper, and printing?—A. I presented my report compiled from those books.

Q. To make that book a correct book, giving the cost of the Congressional Record, should not it contain the cost of binding it?—A. I think it does.

Q. Is the total cost of the Record exhibited in your annual report, including binding and material?—A. It is intended to.

Q. Make an examination of the book, and see if the binding-material is set forth on that book?—A. I see that it is not.

Q. That being the case, is your report a correct one which states that the total cost of the Record is \$33,000?—A. I assume it to be.

Q. Where do you get the cost of the binding-materials from—what book?—A. I get it from the foreman of binding. He keeps a separate account.

Q. What book does it appear upon?—A. On Mr. Larcombe's book of accounts.

Q. Have you any other book in your office relating to the accounts of the Congressional Record during the period named, save this book called "Account Daily Record"?—A. Yes; there is a cash-book.

Q. Is or is not this book made up from the books and accounts returned to you from your various employes?—A. Yes.

Q. Does or does it not show the entire cost of the Congressional Record?—A. It does not.

Q. What is the total amount set forth in that book as the cost of the Congressional Record for the session?—A. I will furnish an answer in the future.

Q. What was the class of binding used for the Congressional Record?—A. Marble paper, heavy binding-boards, and Russia backs.

Q. Did you bind some for the Senate and House in sheep or calf?—A. I cannot answer that.

Q. Did you purchase binders' boards, glue, thread, twine, gold-leaf, egg-albumen, flour, sweet-oil, and ink separate for the Record, or were they purchased for the office, and only a quantity of the gross amount used for the Record?—A. I do not think they were purchased especially for the Record.

Q. Where do the purchases appear in your report?—A. They appear on pages 31, 32, 33, with other binding-materials.

Q. If that is the case, do you not also include them in the charge for the expenses of the Congressional Record?—A. They are not in both.

Q. Are you sure that they are not in both?—A. They should not be in both.

Q. Does the item of 4,957 reams of paper, 45 pound, 24 by 34 inches, at \$5.11⁰⁰/₁₀₀, a ream, include all of that sort of paper that you purchased?—A. Yes, sir; for that year.

Q. Referring to page 35 of your report, I find that 4,075 reams of paper, costing \$5.11⁰⁰/₁₀₀ a ream, were used in printing the Record. Is not that out of the same lot of paper which I have just questioned you in regard to on page 27?—A. That shows the amount of paper that was purchased. It came out of that paper.

Q. That being the case, will you explain why the charge is made twice for that paper in your report?—A. It is not made twice in my report, except as giving a detailed statement of the cost.

Q. I find, by examining the recapitulation of the various sums expended for public printing for the year ending September 30, 1875, that you have put the cost of paper at \$387,471.26, and that you have put the entire cost of the Congressional Record at \$88,959.80. You have included in the latter sum the cost of the paper used to print the Congressional Record, and you have charged the same paper, according to this report and your testimony on page 27, the first item under the head of binding-paper; and the various items which I have enumerated make up the sum-total of the public printing for the year ending September 30, 1875; this item of paper being charged twice. Please explain the discrepancy.—A. I cannot without going to the data on which this is made up.

Q. It appears from your books that this item of paper used in the Record is embraced and charged in the amount \$387,471.26 on page 29, and in the \$40,548.24 on page 36, both of which amounts are added in the tabular statement on page 2. Can you explain how you could make your books balance in the face of such discrepancies?—A. In the first place I do not admit that there is a discrepancy until I am able to see whether it is in twice.

Q. Did you make a special purchase of Russia-leather cowhide for the Record; and, if so, for what and to what amount, and where?—A. That I cannot tell.

Q. Do you know whether you made a special purchase?—A. I do not know anything about it.

Q. Do you use the commonest kinds of material for the Congressional Record?—A. No, sir.

Q. Do you use the best?—A. We use good material.

Q. I find that the items of fuel, thread, twine, gold-leaf, egg-albumen, sweet-oil, and ink, as charged in the Record, are invariably charged at the very lowest cost of all your purchases; how does that happen?—A. That I cannot answer.

Q. Do you average the cost?—A. That I cannot answer.

Q. Will you examine your report and tell me if there is any charge made for rollers and roller-composition?—A. I presume there is not.

Q. Are they used in the production of the Record?—A. Yes; but we do not keep rollers for the Record.

Q. If it is impossible for you to include these items, and finding that they are not included in the cost of the Record, is it not true that the reported cost of the Record is not the true cost?—A. It is as nearly true as it can be, in my judgment.

Q. Do you use potash, alcohol, benzine, oil, and other articles in the production of the Record?—A. Yes, sir.

Q. Have you made any repairs on the presses on which the Record is printed, and where have you charged them?—A. That I cannot answer.

Q. In a previous examination, in 1874, you submitted a statement showing the cost of the Record for the month of February for that year; you there stated the cost of

composition to be \$3,465.55; can you state how many brevier and nonpareil ems that contained?—A. No, sir; not now.

Q. You state that composition on the Record costs you 60 cents per thousand. What did it cost you in 1874?—A. Composition cost the same.

Q. How many clerks have you employed to keep account of the Record?—A. One; Mr. Collins.

Q. How is Mr. Collins mustered on your roll?—A. As a clerk.

Q. Does the amount you pay Mr. Collins appear in that statement of the cost of the Record you report?—A. I do not see.

Q. Have you a clerk at the Capitol?—A. There is a young man detailed here to do collecting for the office.

Q. Where is he mustered?—A. On our journal roll.

Q. Not on the Record-roll?—A. I think not.

Q. Have you made the charges for the salaries of these two men against the Record?—A. I am not clear about that.

Q. What was the cost of the Record per page last year?—A. I cannot answer that.

Q. What was the cost per page for former sessions?—A. I cannot answer that.

Q. By reference to page 62 of the Donnan report, I find that, during the month of February, 1874, you did document press-work on the Record presses, 241,020 impressions, for which you charged \$723. I find that you did press-work on the Record, 2,258 copies, or upward of 243,000 impressions, for which you charged \$155.80 only. Can you tell me why you charged \$723 for 241,000 impressions document-work and only \$155 for 243,000 impressions of the Record? How do you explain that?—A. I cannot explain that discrepancy.

By Mr. SINGLETON:

Q. Please state the amount of money you now have on deposit in your safe belonging to the Government, accumulating from the sale of documents, waste, &c.?—A. Somewhere in the vicinity of \$50,000.

Q. Will you permit the clerk of this committee, Mr. Wiener, to go to your office, and, in your presence, count the money?—A. Yes, sir.

Q. You say that you have collected, as far as possible, all money due to the Government for documents, books, reports, and other property belonging to the Government sold to different parties?—A. Yes, sir.

Q. Is there, or not, a considerable amount of money—say \$300 or \$1,000—due to the Government from Morrison, bookseller of the city, for books and documents furnished him from the Congressional Printing-Office?—A. Not that I know of. I really do not know the fact that he owes anything. I do not think he does owe anything under my administration.

Q. Does he, or not, owe a considerable amount of money for reports of the decisions of the Court of Claims, furnished by you from year to year, which has not been settled?—A. I do not know that he owes anything.

Q. Have you not your books before you, and cannot you tell from them?—A. This cash-book shows money that has been paid, not money that has not been paid.

Q. Do you not know that he has been in the habit of receiving reports of the decisions of the Court of Claims, and 500 copies of every volume that has come out since that court has been organized?—A. I do not know that he has.

Q. If he has, should not your books show that?—A. If he has, the books would show it; but I do not think that they would have been continued to have been furnished to him without pay.

Q. Did you ever demand of him any deposit?—A. No, sir.

Q. Have you ever been instructed by the Joint Committee on Printing to violate the law in allowing parties to get books and documents without depositing money for the same?—A. No, sir. I do not think that the Joint Committee on Printing has ever done so.

Q. Has any member of that committee ever instructed you to do so; and, if so, state who it is?—A. I was advised that I should let the Members and Senators have speeches, and collect afterward.

Q. Who advised you?—A. Senator Anthony advised it.

Q. Did Senator Anthony ever advise you to let outside parties who were getting books have them without making a deposit?—A. No, sir; I do not think he ever did.

Q. Have you ever let Mr. Parker, a bookseller in this city, have documents without requiring a deposit to be made?—A. I do not know but I did.

Q. Do you remember one transaction with Mr. Parker when he was \$300 behind, and was compelled to give notes at thirty, sixty, ninety days, and four months, and have them discounted by Wheelwright & Co., Baltimore, to settle the bill?—A. I was not advised of that.

Q. Do you not know that you did permit this Mr. Parker to have documents, books, Records, &c., from the Government Office at the value of about \$300 without presenting an account to him?—A. I do not know it.

Q. Did you or not know that Mr. Parker did get Congressional Records from you during the first session of the Forty-third Congress to the amount of \$500, or thereabouts, and that no demand was made for a deposit before the Record was furnished?—A. It is not possible for me to answer that question.

Q. With the books before you, can you not turn to them and give us the information we desire on that subject?—A. If the books show it, I cannot do any more than corroborate the books.

Q. For what length of time have you had in your possession moneys amounting to \$50,000, or under to the extent of one-half that amount, belonging to the Government?—A. I cannot give the date.

Q. Did you have as much as \$50,000 at the meeting of the last Congress?—A. I do not think I did.

Q. State about what amount.—A. I cannot tell.

Q. Did you have any amount?—A. Without looking into the books, I would not say that I had any amount.

Q. What book have you got, that you have not submitted to the committee, that shows the amount of money you have had in your hands from time to time, or what book did you keep that will show the amount on hand from the sale of documents and waste? The book you have here is Mr. Larcombe's memorandum, and shows whether he has made any deposit. Will you be so good as to turn to that book and point out the amount of money you have had on hand from time to time belonging to the Government?—A. That I cannot answer.

Adjourned.

COMMITTEE ON PRINTING, April 7, 1876.

W. H. COLLINS sworn and examined.

By the CHAIRMAN :

Question. State your name.—Answer. W. H. Collins.

Q. What position do you occupy in the Government Printing-Office?—A. Clerk in charge of the Congressional Record accounts.

Q. Do you receive all money for the Record?—A. Yes, sir.

Q. What do you do with the moneys when you receive them?—A. They are turned over to the financial clerk of the office.

Q. How long have you been in charge?—A. Since 1st July, 1874.

Q. Is this paper, marked "A A," a statement of accounts with J. C. Parker, dated January 20, 1875, a correct statement from the books in your office?—A. To the best of my knowledge that is correct.

Q. Were the various sums of money received as stated there?—A. To the best of my knowledge they were.

Q. Will you refer to the cash-book and see if they were so received?—A. There is an entry here, December 8, 1874, of \$10.

Q. Look at December 23, 1874.—A. I find an entry there of \$10.

Q. Look at January 9, 1875.—A. I do not find the entry at all there.

Q. Should it appear on that book?—A. Yes, sir, it should.

Q. Why does it not appear there?—A. I can give no explanation of that. It should appear here. It is a clerical error if it does not.

Q. How does your cash balance without that entry?—A. It could not do it.

Q. Did you pay this sum of money over to the financial clerk?—A. When I squared up my cash there was some over in the cash-box, which I have there yet. When I balanced this book, on 30th September, we were very busy making up our report. There was some cash over, and it is in the cash-box yet.

Q. Would it be possible that you could omit \$20, paid as this payment was made?—A. Yes, sir.

Q. And you not know it?—A. Of course I would know it when I came to balance up my cash, and I should go back over my accounts.

Q. Did you do so?—A. No, sir; I did not have the time.

Q. Is it probable that an error of that kind should occur on 9th January, and you not discover it till 30th September?—A. Mr. Parker's account is kept in another book. When he paid me I gave him credit for the amount, and put it on my journal. I may have made an error in not putting it on the cash-book when I received it.

Q. If \$20 was received and not charged on the cash-book, where would the money go?—A. The money is in my cash-box.

Q. Where would the entry go?—A. On Mr. Parker's account with the office.

Q. Anywhere else?—A. I ought to have put it in the cash-book.

Q. Is this cash-book presumed to show all the receipts for cash for the Record?—A. Yes, sir.

Q. This not being entered, how was it possible for you to make a correct exhibit of the receipts from the sale of the Congressional Record?—A. It was not possible.

By Mr. SINGLETON :

Q. Where is your cash-box?—A. In the office.

Q. What amount is in it?—A. I cannot tell.

Q. In what part of the office is your cash-box to be found?—A. In Mr. H. H. Clapp's safe.

Q. What amount did you say was in that cash-box?—A. I do not know.

Q. What do you mean by that cash-box?—A. The cash which comes into my hands I keep until the end of the fiscal year, and then hand it over to the finance clerk.

Q. Are you in the habit of keeping money which comes into your hands in the early part of the year until the end of the year, before passing it into the hands of the financial clerk?—A. Yes, sir.

Q. What amount accumulates in your hands during that period?—A. I do not know what amount is there now.

Q. Can you give some estimate?—A. No, sir.

Q. What was it last year?—A. Seven thousand nine hundred and six dollars and fifty-five cents.

Q. You had that amount in your hands until the end of the year?—A. No, sir. I made my settlement at the end of the fiscal year, but some time in January or February, I turned over some to financial clerk, and some in June.

Q. If those books were kept correctly and in a business-like way, when you came to make your settlement with the financial clerk, would there be any balance left in that cash-box?—A. No, sir; there would not if every entry was made.

Q. Will you tell me, when you made your settlement last year with the financial clerk, what amount you had in that box?—A. I think in the neighborhood of \$50.

Q. Then you have made other errors besides the \$20 in the keeping of your cash-account?—A. I must have done so.

Q. Are you prepared to exhibit that cash-box now, and allow what is in it to be counted by the clerk of this committee?—A. Yes, sir.

Q. Is nothing in it except the balance left over last year?—A. Yes, sir; the moneys which have been received since.

Q. How can you distinguish what was in the cash-box at the end of the year from what has been put in since?—A. I cannot.

Q. When did you say you made your last settlement?—A. On the 30th September.

Q. Finding a balance in your cash-box, did you go back and look for the errors?—A. No, sir; for the reason that 30th September was the end of the fiscal year, and our time was employed in making up our report.

Q. Have you not found time from the 30th September to this time to go back and see?—A. No, sir, I have not.

Q. When was it your purpose to make those corrections?—A. As soon as Congress adjourns.

Q. Have you ever found yourself in this situation before?—A. No, sir; this is the first cash-book I ever kept.

Q. If you take your books, and add up the amount of cash you have received since the 30th of September, and deduct that from the amount of money in your cash-box, will that show the amount you had in excess of what you accounted for last year?—A. Yes, sir.

Q. Have you got all the money in your cash-box which you have been receiving since 30th September?—A. Yes, sir.

By the CHAIRMAN :

Q. Who has access to the cash-box except yourself?—A. No one.

Q. How often do you make entries in your cash-book?—A. Every day.

Q. You enter cash as you receive it every day?—A. Yes, sir.

Q. How would it be possible for you to omit this, and make your cash at night agree with your entries that day?—A. I do not keep the cash of each day separate.

Q. It is not possible for you to tell whether you have been robbed of \$100 or any other amount during the session?—A. No, sir.

Q. You tell me that as a book-keeper?—A. Yes, sir; that is the way we have been doing it.

By Mr. BALLOU :

Q. Do you only once a session count up your cash, and compare it with your cash-book?—A. That is all.

By the CHAIRMAN :

Q. Do you mean by that once a year?—A. Yes, sir.

By Mr. BALLOU :

Q. At any particular time?—A. No, sir.

Q. After you have settled up, what do you do with the money?—A. I turn it over to the financial clerk of the office. I turned it over to him twice before the end of last year.

By Mr. SINGLETON :

Q. Does that receipt [referring to Mr. Larcombe's receipt in the cash-book] show the true state of the case?—A. It shows the amount of money he received ; but he did not receipt it all that day.

Q. Then the receipt does not impart verity on its face?—A. No ; but it is meant to.

Q. In what book do you keep the several amounts you pay him from time to time?—A. I have no book.

Q. How do you manage to keep all those things without a record?—A. I kept it on a memorandum. I took no receipt. I simply made memoranda.

Q. You only took his general receipt at the end of the year?—A. Yes, sir.

By the CHAIRMAN :

Q. When did you first pay him the money?—A. I do not recollect the month.

Q. About what time?—A. I think in February, 1875.

Q. How long have you been in charge of the books?—A. Since 1st July, 1874.

By Mr. SINGLETON :

Q. Will the finances-clerk's books show the time when you paid him the money?—A. I do not think they will.

By the CHAIRMAN :

Q. You say you paid this money at three different times during the year to Mr. Larcombe?—A. Yes, sir.

Q. Will you examine his book and memoranda, and tell me when he acknowledges the receipt of that money?—A. September 30, 1875.

Q. In other words, you paid over certain sums without taking receipts?—A. Yes, sir.

Q. You made no entry of the payments?—A. No, sir.

Q. You made a simple memorandum to show that you had paid the money?—A. Yes, sir.

By Mr. BALLOU :

Q. What reason have you for not charging it on the books when you paid the money?—A. No reason that I know of.

By Mr. SINGLETON :

Q. If you do not know the amount remaining over in your cash-book last year, how can you make the corrections of mistakes which have occurred?—A. By going over the cash-book.

Q. Suppose you should find that you have committed errors, and that you required more cash than you had left over, where are you going to get the money?—A. I would have to pay it out of my own pocket.

Q. I think you stated that you made but one settlement a year of your accounts with the financial clerk. Why did you vary from this rule by paying twice last year?—A. That was the only year that I had charge of it. What I meant to say was that I balanced my book once a year.

Q. How do you make it balance, when your cash-account does not agree with the amount received?—A. It is not a balance.

Q. Are you the clerk to receive the money as far as these Congressional Records are concerned?—A. Yes, sir.

Q. Were you appointed by Mr. Clapp for that purpose?—A. Yes, sir.

Q. You act for him as his clerk and agent?—A. Yes, sir.

By the CHAIRMAN :

Q. Do you make up the accounts of the Congressional Record?—A. Yes, sir.

Q. Did you make up statement No. 6, on page 35 of the Annual Report, or furnish the data to Mr. Clapp, showing the cost of the Record from October, 1874, to September 1875?—A. Yes, sir.

Q. Is that a full exhibit of the cost of the Record?—A. To the best of my knowledge it is.

Q. It appears that there were 4,075 reams of printing-paper costing \$5.11.65 a ream, and amounting to \$20,849.74, used on the Record. Is that correct?—A. Yes, sir.

Q. Is that item of printing-paper—\$5.11.65—included in the item to be found on page 27, statement 4, showing the disbursements on account of paper for public printing?—A. No, sir.

Q. It does not appear there?—A. No, sir.

Q. Was that paper purchased by contract?—A. Yes ; under the general contract for paper.

Q. Does this exhibit, then, show the disbursements on account of paper for public

printing from October, 1874, to September, 1875?—A. With the exception of the Congressional Record.

Q. How do you know that that is excluded from the statement?—A. Because I made the statement.

Q. Have you the data in your office to show that you purchased an amount of paper of that sort equal to the two numbers reported here?—A. Yes, sir.

Q. Does the same answer that you make in regard to the paper apply to Russia leather and all other articles reported in the expense of the Record?—A. Yes, sir.

Q. You deduct the amount used for the Record from the purchases elsewhere?—A. Yes.

Q. Where do you keep the account of purchases of paper on account of Congressional Record?—A. There is no paper purchased on account of the Congressional Record at all. We get an exact account of the paper used for the Record and charge it.

Q. Where does that appear in the books of the office?—A. It ought to appear on my book.

Q. It does not appear on your book.—A. It ought to.

Q. What book have you which shows the receipt of the paper?—A. This is the only book which shows the receipt of the paper used every day.

Q. State to the committee where will appear the separation or division of the paper to the Record and to the other parts of the office.—A. It will not appear on any book. Mr. Larcombe keeps the paper-accounts, and it is all entered on his books.

Q. Does he keep all the paper-accounts of the office?—A. Yes, sir.

Q. Does that book keep the weight of the paper and the price?—A. Yes, sir; the name of the maker, the number of reams purchased, the weight, and the price.

By Mr. BALLOU:

Q. When he lets you have so much paper for the Record, does he not charge it?—A. No, sir.

Q. You have received so much from him.—A. I do not receive the paper from Mr. Larcombe. They send from the press-room to the warehouse for what quantities of paper they want, and it is taken to the press-room, and the foreman makes a requisition for that paper, and there is a man there to issue the paper. He keeps an account of the paper he issues for the Congressional Record, and makes the return to me.

By the CHAIRMAN:

Q. Who gives you an account of the binding-material used?—A. Mr. Roberts.

Q. Do you know anything further of the binding-materials used in the Record, save and except what he reports to you?—A. I do not.

Q. Do you know anything about the paper used for the Record, save and except what the man in charge of the paper reports to you?—A. That is all.

Q. Have you any knowledge of what goes into the Record, of your own knowledge, or from the knowledge of men directly under your control?—A. The only knowledge I have is the information I get from the foremen of the respective rooms.

Q. Do you know whether there was any calf used in binding the Congressional Record last session?—A. Not on the editions for Congress. There were two copies bound for the Library of Congress.

Q. Were those all that were bound in calf?—A. To the best of my knowledge they were.

Q. Were any bound in sheep?—A. Not to my knowledge. Those were furnished to the library by law, and charged to the Library of Congress.

Q. And no account taken in the expense of the Record?—A. No, sir.

Q. Why did it not appear there?—A. It was bound for the Library of Congress, and it was decided that it ought not to go to the Record account.

Q. Who furnished you the price of materials to go against the Record?—A. I got it from Mr. Larcombe's books.

Q. And binding-materials?—A. The price of the binding-materials was given me by Mr. Roberts, but it is the same as on Mr. Larcombe's books.

Q. Do you know that?—A. Yes.

Q. Did you examine it?—A. Yes.

Q. From whom do you get the amount paid for labor?—A. From the pay-roll.

Q. How do you know that those men were employed on the Record?—A. They were reported on the Record roll.

Q. How do you know but that others were employed there?—A. I do not know it.

Q. I will recur to this paper again. Are you sure that this paper (the 4,075 reams at \$5.11.65 a ream) does not appear on page 27 under the head of printing-paper?—A. Yes, sir.

Q. Do you know how many reams of that sort of paper were purchased last year?—A. I cannot tell.

Q. Will you please inform yourself?—A. Yes, sir.

By Mr. SINGLETON :

Q. How did you make your cash-account and the amount you paid on balance, if you had more cash in your hands than you paid over?—A. I took this \$523.90 and deducted it from \$7,906.55, and turned over the difference.

Q. How can you show that the amount received is exactly the same; and why did you retain the balance? Why did you not turn the balance over?—A. My object was to keep it until I found out who it belonged to.

By the CHAIRMAN :

Q. Do you know of any error having been made in the Congressional Record, which was not discovered until the Records were bound? I refer to an error in the heading of a speech delivered by Senator Stevenson, of Kentucky.—A. No, sir.

Q. Did you ever hear of it?—A. No, sir.

Q. Were you ever called upon to enter in your books any expense caused by the correction of that error?—A. No, sir.

Adjourned.

COMMITTEE ON PRINTING, *April 7, 1876.*

A. M. CLAPP recalled.

By the CHAIRMAN :

Question. Are you prepared to answer the questions that were unanswered yesterday?—Answer. I think I am, mainly.

Q. In your last annual report, under the head of material for the Congressional Record, the amount paid is \$40,548.21; is that all you expended for materials for the Record?—A. I think it is, sir; it is all that appears on my report.

Q. You do know whether it is all that is properly charged to the Record, or not?—A. There are two books that are not in there—blank-books; I did not get the price of them.

Q. Is that all that you can find?—A. Yes, sir; that is all I can find.

Q. How does it happen that your sundry expenses for paper, envelopes, and postage-stamps amount to only \$5.20?—A. That is not on account of stamps; the stamps and envelopes have been used from the contingent-fund, the common stock of the office.

Q. It does not appear against the Record?—A. No, sir.

Q. To make a true exhibit of the cost of the Record, in compliance with law, should not this amount appear as well as all others?—A. I presume that amount should appear.

Q. Taking in view this fact, does your report or books exhibit the true cost of the Congressional Record?—A. No, sir; not the precise cost.

Q. The next question to which I call your attention is this: Do you say that for 8 cents per thousand ems you could read, and reread, and make up a form containing 6,500 ems?—A. No, sir, I do not say that; it costs about 15 cents per thousand to read, reread, impose, and get ready for the stereotyper.

Q. Do you pay no more than 15 cents for reading and rereading the proof of the Congressional Record?—A. No, sir; I think not.

Q. What is your estimate, taking your answer here to-day, to reproduce a page of the Congressional Globe, from printed copy, ready for the press, 6,500 ems to the page?—A. \$5.77.

Q. I will repeat the question propounded yesterday: What does it cost per thousand to make ready for the stereotyper the present issue of the Congressional Record?—A. As nearly as I can get at it, about the same as to set up the Globe—in the vicinity of \$1 per thousand.

Q. In your testimony yesterday, you stated that you had about \$50,000 in your hands belonging to the Government; how long have you had this money in your hands?—A. I cannot answer that.

Q. How long has it been accumulating?—A. I should think three or four years; no longer than that.

Q. How many Records did you print last session?—A. There were 9,750 copies, four volumes each, which make 39,000 volumes.

Q. How many of them were bound in calf or sheep?—A. I forgot to ask that; I cannot say now.

Q. What was the total cost of the Congressional Record for the last session of the Forty-third Congress?—A. It is set forth in my report as nearly as I can get at it.

Q. Are you prepared to make explanation of the charge for paper for the Congressional Record—I refer to the 4,075 reams, at \$5.11.65 a ream, on page 35—and say whether or not the same paper appears on page 27?—A. I have failed to ascertain.

Q. Do you know whether it appears twice?—A. I do not think it does.

Q. You do not know whether it does or not?—A. No, sir.

Q. I want to be informed from the books here, and I believe I have all the books relating to the accounts of the Congressional Record, whether or not this paper appears twice charged in your last Annual report?—A. I attempted to get at it to find out this morning, but I could not get it in time.

Q. Are the books kept in your office beyond your comprehension?—A. No, sir.

Q. Please make this examination from those books, and tell us whether it does appear twice?—A. I cannot tell whether it appears twice or not.

Q. I will repeat another question propounded yesterday: Did you make a special purchase of Russia cowhide; and, if so, from whom, to what amount, and when?—A. No, sir. The materials used were purchased in common with the materials of the establishment, and when used an account of them was kept, the amount used, and the cost of it.

Q. Does the charge for Russia leather used in binding the Record appear in any other place in your last Annual Report than under the head of disbursements on account of the Record?—A. I think not.

Q. Do you know whether or not it appears in the general statement under the head of disbursements on account of Congressional Record, commencing on page 30, in your last Annual Report.—A. I think it does not; that is my impression. I don't know positively whether it does or not.

Q. Referring to the question asked yesterday, how is it that charges for all the materials, such as glue, thread, gold-leaf, egg albumen, sweet-oil, and ink, as charged in the Record, are invariably charged at the lowest price?—A. I suppose they were put in of the lowest class.

Q. I understand you then to say that in binding and stitching the Record, you use, of materials necessary to do so, the cheapest and commonest sort in your office?—A. We use the kind of material usually used in that sort of work, which is not as expensive as the other work.

Q. What was the cost of the Record per page last year?—A. I have not been able to examine it sufficiently yet.

Q. I will repeat my question of yesterday: By reference to page 62 of the Donnan Report, I find that during the month of February, 1874, you did document press-work on the Record presses, 241,020 impressions, for which you charged \$723. I find that you did press-work on the Record, 243,000 impressions, for which you charged \$155.80 only; will you tell me why you charged \$723 for 241,000 impressions document work, and \$155 only for 243,000 impressions of the Record?—A. I cannot explain that this morning; I did not look into it.

Q. In your previous examination, I understood you to say that you charged but once for composition. If you thought the type would go in again you stereotyped it, and the second time you charged for stereotyping, and after that no charge was made for composition. Am I correct?—A. I think you are; I think that is what I said.

Q. I hand you the register of printing for the House, one of the books of account of your office; please tell me from that book how many editions of the Congressional Directory were printed for the first session of the Forty-third Congress, and the various amounts charged for composition?—A. There appears to be charged here \$305.40 for the first edition, for the second \$305.40, for the third \$321.60, and for the fourth \$321.60.

Q. Examine the same book; how many editions were printed for the second session of the same Congress, and the charge for each edition?—A. There appears to be charged for one \$342, and \$342 for the other.

Q. Was the type set each time for this Directory?—A. That I cannot answer.

Q. Do you not know that the type stands from year to year, and session to session, of the Congressional Directory?—A. I do not know.

Q. Do you tell the committee that the type was set each time for each edition?—A. I don't know whether it was or not. It appears to be from my books that they were set up each time.

Q. Do your books show that the type was set afresh for each of these editions of the Congressional Directory?—A. I cannot tell whether it does entirely, for I do not know what the entire composition of each one costs, but it appears to be charged alike, or nearly alike.

Q. Does it appear to be charged as new material in each edition?—A. Not fully. It would appear from the books that composition has been charged mainly.

Q. If it should appear, upon examination, that the composition was not charged every time, and that the cost of labor to make the corrections would not reach that amount, would the charges be wrong?—A. They would.

Q. That being the case, if the charges are erroneous, where would a correction of them appear on your books?—A. They would not appear on my books anywhere I know of.

Q. Is there any statement of error apparent in your books in regard to those charges?—A. I think not.

By Mr. SINGLETON :

Q. From a comparison of your books and your vouchers, do the same appear to agree, or to tally one with the other?—A. I have never compared my books and my vouchers, because my books do not bear any relation to my vouchers.

Q. Should it appear from your books that you have charged composition for setting up the Congressional Directory, when you had not in fact set it up, would it not present to Congress a false statement of accounts in regard to congressional printing?—A. It would show an error in the charges on those departmental and congressional books.

Q. Had you the means of knowing, beyond a doubt, before making your last report to Congress, the expense of public printing, so far as the Congressional Directory is concerned, whether you had set up the type for the several editions of this Congressional Directory?—A. I cannot say, sir, because my attention was not called to it.

Q. Have you not entire control and full superintendence of the Congressional Printing-Office?—A. I have.

Q. How then can you say that you cannot ascertain the fact as to whether the composition has been charged in those Congressional Directories once or six times?—A. I could have done so if I compared my books and examined them closely myself.

Q. Then you make the statement here on oath to-day that you have failed to examine your books to ascertain whether your report to Congress is a correct one or not?—A. I based my report to Congress on the reports of my clerks, assuming that their reports were correct.

Q. Do you know how whether they are correct or not?—A. I don't; I assume that they are.

Q. Are you an officer acting under oath, and did you make that report under oath?—A. I suppose all my actions are made under oath.

Q. Are you in the habit of making reports to Congress under oath, and not knowing whether your statements are correct or not?—A. I do not verify my report by my books myself.

Q. Then you make your reports without examining yourself into the correctness of them, and make oath to them?—A. I just answered that, that I don't examine into all the items that make up the statements of my reports; I take them on faith from my clerks.

Q. Had you made this examination, would you not have known the true state of the fact in regard to this composition?—A. No, sir; I would not, if I found it on my books, and took my books as my text. I assume my books are not erroneous.

Q. Are you in the habit of taking for granted everything reported to you by the several officers under you as being true, without examination?—A. I usually trust them in all matters with regard to accounts.

Q. Please state what your business is as Superintendent of that printing-office, if not to examine into the correctness of the report.—A. It is to exercise a general superintendence, to look after its affairs generally. Under me there are clerks provided for by law, to keep the books and accounts, a foreman, and assistant foreman; and I superintend as well as I can the entire establishment.

Q. Is it not your business to see whether those books show the true state of facts connected with that office?—A. I think it is my business to do so.

By the CHAIRMAN :

Q. Did your clerks report to you the various sums which go to make up your last annual Report?—A. Yes, sir.

Q. Was the recapitulation of work done for the various Departments, on page 23 of your last year's Report, made up from the books of your office?—A. Yes, sir.

Q. Did you carry the sum-total of this recapitulation to the table to be found on page 2 of your Annual Report?—A. No, sir.

Q. Where did you get the sum from?—A. From my accounts with the Treasury.

Q. Does the sum, reported in the table on page 2, agree with the recapitulation on page 23, and the work done for Congress altogether, with the amount spent for Congressional Records, and salaries in the Congressional Printing-Office, expended for materials, agree with the sums reported to you by your clerks, as made up from your books?—A. Yes; they appear to.

Q. I understand from your testimony that no charge is made for composition if the job has been stereotyped?—A. It does not intend to be, when it is stereotyped.

Q. Will you examine the books presented from your office, and tell me if you find any case where composition is not charged; that is, where composition is necessary to do the work?—A. So far as I have observed, composition is charged.

Q. Did you ever do any work for outside parties?—A. Not to my knowledge; I have no recollection of it.

Q. Did you not print for Solomons & Chapman the title-page to the Morse memorial?—A. I am not sure but we did; I cannot say whether we did or not.

Q. Did you not take off the Government imprint and substitute instead the name of

Solomons & Chapman?—A. If that has been done, it has been done without my knowledge.

Q. The committee have evidence that it has been done. We have the testimony of Mr. Solomons that it was done at your office, by his order, and the committee have examined the book, and the imprint of Solomons & Chapman is on it. Have you any explanation to make?—A. If it was done, it was done without my knowledge.

Q. Was this done by your authority?—A. No, sir; because I was not asked about it.

Q. Do you know that this has been done in other cases?—A. I don't, from my personal knowledge.

Q. Is it a violation of the law to do this?—A. I cannot say whether it is or not.

Q. You had no information that that has been done?—A. No, sir; I have had no information.

Q. Have you had any information that it has been done in this case?—A. No.

Q. Have you had any information that printing, other than this, has been done at the Government Printing-Office?—A. I have not been advised of it.

Q. How do you charge all the Supreme Court work?—A. At 60 cents per thousand.

Q. Do you include in your charge for Supreme Court work the cost to you for proof-reading?—A. I think we do; I don't know positively whether it is charged or not, because I have never examined to see. I have never had my attention called to it.

Q. You stated you never did any work for outside parties?—A. Never to my recollection.

Q. Did you ever do any work for W. J. Murtagh, proprietor of the National Republican newspaper?—A. No, sir; I never did any work for him that I know of.

Q. Did you not permit a tax-list, or part of a tax-list, to be put in type for Murtagh at your office?—A. I did permit the use of the type for that purpose, he paying all the expenses except the use of the type.

Q. Was the type taken away from the office?—A. For a few hours: only long enough to take an impression.

Q. Did he pay for the use of the type?—A. He paid me nothing for the use of the type.

Q. Did he pay for the labor?—A. He did.

Q. Did he pay for the gas?—A. I do not know; I suppose he did.

Q. Did he pay all the expenses attendant on the use of the type?—A. I cannot say whether he did or did not; it was a neighborly act of mine, which I did for him, and whether he paid anything for gas I cannot say.

Q. Who set up the type?—A. Men he brought there himself.

Q. Were none of your men detailed for that purpose?—A. No, sir; none of them were detailed for that purpose. Except there was permission made for them to go when their time was up.

Q. Were the Revised Statutes put in type and copies furnished to the different houses of Congress prior to its final correction?—A. I cannot answer now.

Q. Was the type kept standing, and used in printing what are now known as the Revised Statutes?—A. My impression is that it was.

Q. Where does the first charge for composition appear?—A. I think it appears against Congress.

Q. Where does the second charge appear?—A. I did not know there was any second charge.

The CHAIRMAN. Please inform yourself on these points and let the committee know.

Q. To recur to your books: if errors occur, how are they corrected?—A. I did not see that they are corrected.

Q. Do your books show any corrections?—A. I do not think they do.

Q. Are your workmen charged with property that they may destroy, such as paper and waste?—A. Yes; that is, a pressman who destroys a job is charged with the paper and cost of the work.

Q. Is he charged for the time he loses in doing that work?—A. I think so.

Q. Where does that charge appear?—A. I don't know that it appears anywhere. It is deducted from his pay, and he is paid less money.

Q. Are the pay-rolls of the men made up less the amount of waste?—A. The pay-rolls are made up less the amount of labor and waste.

Q. That is to say, if a man has destroyed paper, through his carelessness, it is deducted from his pay, and the remainder placed to his credit?—A. Yes, sir.

Q. Have you made the report called for by section 3815 of the Revised Statutes, which reads: "The Congressional Printer shall render to the Secretary of the Treasury, quarterly, a full account of all the purchases made by him, and all printing done in the Government Printing-Office for each house of Congress and each of the executive and judicial departments?"—A. I have not made a quarterly report.

Q. Have you made any other report?—A. None, except my monthly report.

Q. What does your monthly report cover?—A. All the expenditures of the office for the month.

Q. Do I understand that you did not make the report required by section 3815?—A. I have not made any report except my monthly report.

Q. Have you made any report to the Secretary of the Treasury which shows a full account of all purchases made by you, and the printing and binding done for each of the executive and judicial departments?—A. I have made no quarterly report.

Q. Are there any data in the Secretary of the Treasury's Office whereby it is possible to tell how much work you have done in any particular month, or quarter, or year, since you came into the office, for any particular department of that office?—A. No; I have made no quarterly report. There never has been one made by any person occupying my position.

Q. Is it possible to ascertain, without that report, except by going to your books, what work you had for the various Departments, or for Congress?—A. No, sir, it is not.

Q. Is there a report to be found in the Treasury Department showing the purchases made by you?—A. Yes, sir.

Q. What sort of a report?—A. My vouchers. I have made no report except my monthly returns.

The chairman presented the following letter from the Secretary of the Treasury :

"TREASURY DEPARTMENT,
"OFFICE OF THE SECRETARY,
"March 3, 1876.

"SIR: I have the honor to acknowledge the receipt of your letter of the 2d instant, in which you inquire whether the Congressional Printer has complied with the requirements of section 3815 of the Revised Statutes, as follows:

"The Congressional Printer shall render to the Secretary of the Treasury, quarterly, a full account of all the purchases made by him, and all printing done in the Government Printing-Office for each house of Congress and each of the executive and judicial departments."

"In reply I have to inform you that the provisions of said section have not been complied with by the Congressional Printer.

"Very respectfully,

"B. H. BRISTOW,
"Secretary.

"Hon. JOHN L. VANCE,

"Chairman House Printing-Committee, Washington, D. C."

Q. What checks, if any, are there on your official conduct if the reports required by law are not made? And they do not appear to be made.—A. The checks are in my accounts, which pass into the Treasury and through the Treasury.

Q. Your accounts are simply for labor and material?—A. Yes.

Q. As I understand you, there are no means of ascertaining what amount of printing you do by any reports which you make to the Department?—A. No, sir; I do not think there are.

Q. Are there any branches of your office in those Departments?—A. Yes, sir.

Q. How many?—A. Three, I think.

Q. Where are they?—A. One under the Treasury, one in the Patent-Office, and another under the Navy Department.

Q. Any at the War Department?—A. That is not under me.

Q. Is there a proposed branch in the Paymaster's Office?—A. Not with me.

Q. Who has charge of those various branches?—A. I look over them, and I appoint the foreman at the Treasury. The others are small branches.

Q. How is the time of the men kept?—A. We get reports from the clerks.

Q. The books of those offices are kept in your establishment?—A. Yes, sir.

Q. Do you know whether there has been any outside work done at those branch offices?—A. I think there is not. I know of none.

Q. How have you made your purchases in open market?—A. I have made them on orders.

Q. Have you used due diligence to buy articles at the lowest market-price?—A. I think I have.

Q. Have you purchased from first hands instead of from middle-men in all cases?—

A. I have purchased from importers; not in all instances from manufacturers.

Q. Have you taken the necessary means to ascertain whether you could get the goods cheaper from manufacturers or not?—A. I have not been to the manufacturers.

Q. Did you have an offer in January, 1874, or about that time, to supply you with articles used in the bindery at a less price than you had been buying?—A. I think I did.

Q. Did you take advantage of the offer?—A. Not immediately.

Q. Why did you not?—A. For the reason that the articles supplied to me were not such as I ordered. They attempted to palm something else off on me.

Q. Did you order anything from him?—A. I don't know that I bought anything at that time.

Q. Why did you not at that time make inquiries to ascertain whether the statement made to you was true or false?—A. I did make some effort to get at the facts.

Q. Did you examine the materials which were offered you?—A. I did not.

Q. Did this same man come in January, 1875, and make an exhibit to you, showing that you had paid \$16,000 too much for binding-materials, and agreeing to give you his bond that he would furnish you the same material at less price?—A. I recollect something of the circumstance.

Q. Did you then take any steps to see whether his statement was correct? Did you ask for samples?—A. Yes.

Q. Did you get them?—A. Yes.

Q. Were they satisfactory?—A. We used them. They were not up to the standard of our stock.

Q. Did you, or not, after the reception of those samples, write to Gane's Sons & Co., telling them that these samples were satisfactory, and that you would order from time to time?—A. I do not remember just what there was of that.

Q. After the reception and examination of those samples, did you, or not, order goods from them?—A. Yes, sir.

Q. Did they offer to give you security that they would furnish you as good an article of goods at a less price?—A. I do not remember what that offer was. It has gone out of my mind.

Q. Did he not, in fact, furnish you goods cheaper than you had been buying them and of equally as good material?—A. No, sir; I do not think he did. My foreman advised me that he did not, and I take his judgment, because the foreman has always to judge of the material.

Q. Who have you been buying goods from in New York in open market?—A. Of Campbell & Armstrong, and afterward of J. Campbell & Co.

Q. Do you know whether or not the firm of J. Campbell & Co. are manufacturers and importers of the articles which you buy, or whether they are simply middle-men?—A. I have been told that they import their cloths—that is, those not made in this country.

Q. Have you made any effort (and you were a large buyer, to the amount of \$175,000) to see whether or not the Government could save a large sum of money by buying goods from the manufacturers of the articles?—A. I have not been to any manufacturers.

Q. Have you purchased large amounts of gold-leaf?—A. I can scarcely tell you where the gold-leaf is from, because he makes a requisition on me and I do not see it. I cannot tell you where he purchases his gold-leaf.

Q. Would it not be proper, if you purchase gold-leaf to the extent of \$13,000 in two years, to make some inquiries as to where that came from, in the interest of economy?—A. I have made this inquiry very often, "Are we getting these goods at a fair market-value, any of them, and all of them?" and he said "Yes."

Q. Do you know whether the gold-leaf has come from the manufacturer of gold-leaf in New York or purchased from J. Campbell & Co., New York?—A. I cannot answer that.

Q. If you were doing a private business, instead of being the Public Printer, to the extent of \$1,600,000, and using \$175,000 of binding-materials, would you not take steps to see that you bought the goods at the lowest market-price?—A. Not being a judge of the goods, and relying on the judgment of my foreman, I should depend, if I was in private business, on my foreman's judgment.

Q. As a faithful public official is it or not your duty to find out whether your foreman buys these goods at the lowest market-price?—A. I suppose it is.

Q. Do you know whether or not he has done so?—A. I have been led to believe that he has.

Q. Do you know it?—A. I only know from what he says.

Q. As to the question of Russia leather, do you know whether the purchases of Russia have been made from Campbell & Co., or from the manufacturers?—A. My impression is that it was bought from J. Campbell & Co.

Q. Do you know whether or not you could have made these purchases for a less amount of money if you had gone directly to the manufacturers?—A. I cannot answer that.

Q. Have you made any inquiries?—A. Only through my foreman.

Q. Have you ever made any effort to ascertain, outside of the information you received from your foreman, as to the manner, and mode, and place of purchase, and the amount?—A. No, sir.

Q. Have you ever advertised for proposals for articles which you are required to purchase?—A. No.

Q. Have you ever taken steps by issuing circulars, or giving information that you needed them, that you could make good rates, considering the number you purchase?—A. I have not.

Q. Have you ever visited the manufacturers or had any one else do so?—A. No.

Q. Have you issued from your office a circular which I hand to you, and which reads as follows?

"OFFICE OF THE CONGRESSIONAL PRINTER,
"Washington, 187 .

"SIR: The following is the law relating to furnishing extra copies of documents printed at the Government Printing-Office:

"If any person desiring extra copies of any document printed at the Government Printing-Office by authority of law, shall, previous to its being put to press, notify the Congressional Printer of the number of copies wanted, and shall pay him in advance the estimated cost thereof, the Congressional Printer may, under direction of the Joint Committee on Printing, furnish the same."

"(Law of June 25, 1864, ch. 155, sec. 10.)

"Respectfully,

"A. M. CLAPP,
"Congressional Printer."

A. I did.

Q. Have the provisions of that law been complied with in your office?—A. Not strictly.

Q. Has it been strictly complied with in the case of parties other than Government officials?—A. No, sir; it has not been complied with strictly.

Q. Are these cases numerous?—A. Not very numerous.

Q. Do the sums of money on those orders, where you have not complied with law, reach any considerable amount?—A. Not very considerable.

Q. Can you state about what?—A. No; I cannot.

Q. Have you, where you have sold documents, charged the full cost-price and 10 per cent. added?—A. I so suppose.

Q. Do you know it?—A. That is my impression; I cannot answer positively.

Q. I hold in my hand a communication addressed to J. C. Parker, and signed "W. H. Collins, Record Clerk," purporting to give a statement of Mr. Parker's account with that office for the Congressional Record to date. The date is January 20, 1875. It makes his account on January 20, 1875, \$43.86, and gives him credit as follows: December 8, 1874, by cash, \$10; December 23, by cash, \$10; January 9, 1875, \$20; total, \$40. The balance due the Congressional Printer, \$3.63. Is that an official document from your office?—A. That document was issued by the clerk in charge of the Record account in my office.

Q. I wish you to refer to your cash receipts for December 8, 1874, and see if \$10 was paid on that day by J. C. Parker.—A. Yes, sir.

Q. Look at December 23, 1874, and see if \$10 was paid by J. C. Parker.—A. Yes, sir. Please refer to January 9, 1875, and see if \$20 was paid on that day.—A. No; I do not find it.

Q. Should your books show it if it had been paid?—A. Yes; the book should show it if it had been paid.

Q. Is that your signature? [Handing him a check of J. C. Parker for \$20, dated January 9, 1875, indorsed by A. M. Clapp.]—A. Yes.

Q. Did you receive that money?—A. I indorsed that check, and I presume the clerk received it. I did not take it to the bank myself. I did not receive it myself, to my knowledge.

Q. Do you acknowledge the receipt of that much money in the Government Printing-Office?—A. No, sir; I do not until I know whether it was received. I simply acknowledge now the indorsement of that check.

By Mr. BALLOU:

Q. How do you account for that receipt and the indorsement on that check not appearing on the books?—A. I should account for it only in one way, that is, that the clerk has made an omission in not putting it on the book.

By Mr. SINGLETON:

Q. Do you not know, by the canceling of that check and what you see on its face and back, that it has been paid?—A. I should judge it so.

Q. Could it have been canceled in the way it has without anything being paid?—A. I do not think it could.

Q. To whom was it paid?—A. If paid to anybody, it was paid to this clerk.

Q. Is the receipt attached to it for that money?—A. There is a receipt attached to it.

Q. Have you or not acknowledged the receipt of that money?—A. It appears there that I have. My clerk has acknowledged the receipt of it.

Q. Who appoints your clerk?—A. I do.

Q. Do you not receive a larger amount through your clerk, and does he not act for you?—A. I do; and am responsible for him. I expect, if there is a defalcation of one of my clerks, to make it good to the Government.

Q. I will ask you if this money did not go into the vault of the printing-office?—A. I cannot answer that, because I do not know what the clerk has done.

Q. Is that the general way in which the moneys which come into the office are received?—A. They are received through the clerk.

By the CHAIRMAN :

Q. And are entries made on your book when moneys are received?—A. They should be made.

Q. Does it appear on your book that this money is entered?—A. It does not appear, as I can discover here.

Q. I hand you a check, signed by W. H. Morrison, dated September 7, 1875, payable to A. M. Clapp, Public Printer, or order, for \$205, for payment for 500 Opinions of Attorneys-General, volume 14. Did you indorse this check?—A. Yes, sir.

Q. Did you receive the money on it?—A. I think my chief clerk may have received it.

Q. Please refer to your book, September 7, or any time after that, and see if this check is to be found there.—A. I do not see it here.

Q. I hold in my hand a paper reading as follows: "Office Congressional Printer, Washington, D. C., September 14, 1875. Received from Solomons & Chapman \$60, deposit on account of printing and binding 75 copies of the Morse Memorial; should the work not amount to \$60, the excess to be returned. (Signed) H. H. Clapp, chief clerk." Is that an official document from your office?—A. It is.

Q. Was that amount of money received on that day?—A. As appears on a package in the safe, it is there now.

Q. Is it entered on your cash-book?—A. It is not, sir.

Q. When were those books delivered to Solomons & Chapman?—A. I cannot answer that.

Q. Do you not know that they were delivered to Solomons & Chapman on or about the 1st of January last?—A. I do not know that. I have not been so informed by any one. I asked the foreman, and he could not tell me just the time. The explanation of that is this, as I understand it: the illustrations, which were done at the Treasury, were not finally received until a short time ago. I looked after it at once, and I found that package of money there just as I stated to you. The account was then perfected by putting on it the amount of the bill for the illustrations, which were printed at the Treasury. We presented the bill, and it was paid.

Q. Do you not know that those books have been in Solomons & Chapman's store for upward of three months?—A. I do not know that they are there now, or ever have been.

Q. If a proper administration prevailed in the Government Printing-Office, would it have been possible for those men to have obtained those books without settling their account, and settling in advance?—A. In the way business is done, yes.

Q. By conformity to law, would it be possible?—A. By strict conformity to the law they would not have had the books.

Q. Is not this the fact, that within a few hours after Mr. Solomons was on the stand in this committee that this account was hunted up and settled on the same day?—A. I do not know whether it was on the same day. I understood that there was something of that kind, and asked about it, and that was the first knowledge I had about it.

Q. Will you examine the book and tell me at what date the cash-book before you ends?—A. March 10, 1876.

Q. Does it or not appear that this transaction was begun September 14, 1875, and that \$60 was received that day, and no entry made up to March 10, 1876?—A. It does appear so.

Q. Referring to the stubs of your check-book, under the date of March 13, 1872, do you find that a check was drawn in favor of Philp & Solomons for \$234?—A. I do.

Q. Can you explain for what that check was drawn?—A. I cannot here say.

The CHAIRMAN. Please make inquiries and report to the committee.

Q. Referring to the Morse Memorial transaction with Solomons & Chapman, may I inquire what you charged them per copy?—A. Eighty-three cents.

Q. Will you please tell me what this book cost the Government?—A. A little upward of 90 cents.

Q. If you add 10 per cent. to that it would make the cost of the book about 99 cents, would it not?—A. Yes; but the composition comes out of that. The extra copies cover only the cost of the press-work, paper, and printing, with 10 per cent. added.

Q. I hold a letter in my hand, and attached to it is a statement showing the amount deposited by A. M. Clapp on account of waste paper, shavings, &c., from July 1, 1873, to date. I shall put this letter and accompanying statement on record. Please examine the statement and see if it is according to your book.—A. It corresponds with my book.

The following are the letter and paper referred to above:

"TREASURY DEPARTMENT,
"OFFICE OF THE SECRETARY,
"March 4, 1876.

"SIR: I have the honor to acknowledge the receipt of your letter of yesterday, requesting that the vouchers and accounts of the Congressional Printer for the past two years be sent to the Committee on Printing; also the Congressional Printer's accounts, showing the amount received from sale of documents, &c.

"In compliance with your request, verbally modified, I send herewith, in charge of a clerk, adjusted accounts of the Congressional Printer for two (2) quarters.

"Inclosed herewith you will please find a detailed statement of the dates and amounts deposited into the Treasury by the Congressional Printer during the last two (2) fiscal years, as the proceeds of sales of documents, shaving paper, &c.

"I have the honor to be, sir, your obedient servant,

"B. H. BRISTOW,
"Secretary.

"Hon. JOHN L. VANCE,
"Chairman of Committee on Printing, House of Representatives."

"TREASURY DEPARTMENT,
"Washington, D. C., March 3, 1876.

"Statement showing amounts deposited by A. M. Clapp, Congressional Printer, on account of sales of waste paper, shavings, &c., from July, 1873, to date:

August 19, 1873.....	\$19,497 56
June 16, 1874.....	5,987 56
August 6, 1874.....	8,342 26
August 27, 1874.....	7,997 28
January 2, 1875.....	20,992 89
April 23, 1875.....	14,553 04
October 12, 1875.....	9,137 38
November 12, 1875.....	10,889 93

97,397 907

By Mr. SINGLETON:

Q. In the deposition of W. H. Morrison, I see he got from Mr. Spofford, Librarian of Congress, decisions of the Court of Claims, and that the receipt that he gave him was signed by him for the Congressional Printer. Can you explain that matter?—A. That is something unknown to me. I do not know why Mr. Spofford should sign for the Congressional Printer.

Q. Did you furnish books to Mr. Spofford to be sold on account of the Congressional Printing-Office?—A. Not to my knowledge.

Q. Have you furnished to Mr. Spofford any catalogues from the Congressional Printing-Office to be sold on account of that office?—A. I think there were some catalogues with Mr. Spofford for that purpose. I understand so. The catalogues were ordered by Congress, and then there were some extra copies for sale by order of the Committee on the Library.

Q. In what year were these catalogues sold?—A. I think it was in 1870 or 1871 that the catalogue of Congress was printed.

Q. Have you ever called on Mr. Spofford for settlement?—A. I never knew anything about it. He may have paid the money to the office.

Q. You do not know, then?—A. I knew nothing of it till you mentioned it.

Q. Will your books show whether they were paid for or not?—A. They ought to show it. I do not know whether they do or not.

Q. I want you to turn to your book and see whether there is anything which shows that money has been collected?—A. No, sir; I do not see that there is.

Q. Was Mr. Spofford authorized to sell those books and receipt for them in your name?—A. I think that he was to sell them for the Government Office.

Q. I find Mr. Spofford's receipt here for \$17.25 given to W. H. & O. H. Morrison, May 17, 1871, signed A. R. Spofford, for Congressional Printer. Do your books show that you have charged yourself for that amount?—A. No, sir; my books do not show that, that I can see.

Q. I find again in the deposition of W. H. Morrison that he bought 40 copies each of one or two volumes of the Court of Claims from Mr. Huntington. Can you explain how he came into possession of those books; whether they were sold for the Government Printing-Office?—A. No, sir; they are not. He paid the office for them, as I understand it.

Q. Do your books show that he bought and paid for those reports of the decisions of the Court of Claims?—A. I cannot answer that.

Q. Please turn to your books and see whether they show whether he bought and paid for copies of the Decisions of the Court of Claims?—A. The books show that on

November 16, 1869, there were 40 copies of the Court of Claims to page 480, but it does not appear that it has ever been paid for. On August 18 there were 400 copies, Volume V, decisions, but no show of money having been paid.

Q. Have you not had a settlement in full with Huntington?—A. That I cannot answer.

By the CHAIRMAN:

Q. Mr. Huntington paid his bills promptly?—A. I think so, but I cannot find the evidence of it.

By Mr. SINGLETON:

Q. Do your books show the receipts of any money from Huntington for those Decisions of the Court of Claims delivered November 16, 1869, August 18, 1870? Is there any entries on your books of money received from Huntington for anything?—A. Not that I have discovered, so far.

Q. What was the Government price for the Decisions of the Court of Claims?—A. That I cannot answer.

By the CHAIRMAN:

Q. Do you know of any corrections being made in the Congressional Record after it had been bound, or any part of the Record, at any time during the past year?—A. I do not recollect of any.

Q. I refer to a correction in the heading of a speech delivered by Senator Stevenson of Kentucky, and which was put as a speech delivered in the House instead of in the Senate?—A. It occurs to me now that I heard of something of the kind, and that they were to correct it. Whether they did correct it or not, I do not know.

COMMITTEE ON PRINTING, April 7, 1876.

J. A. RUFF sworn and examined.

By the CHAIRMAN:

Question. Please state your name.—Answer. John A. Ruff.

Q. In what business are you engaged?—A. I am cashier of the Metropolis Savings-Bank of this city.

Q. How long have you been engaged there?—A. Fifteen months. The bank organized 1st December, 1874.

Q. Do you receive money on deposit and pay interest on deposits?—A. Yes, sir.

Q. Does Mr. A. M. Clapp do business with your bank?—A. Yes, sir.

Q. What amount of money has he on deposit in your bank?—A. I think about \$12,000. On March 11, A. M. Clapp deposited \$12,641.05, and on the same day he made a check for \$300. On March 29 he made a check for \$46.81.

Q. Is this deposit of Mr. Clapp's a time-deposit or subject to draft?—A. Subject to sight-drafts. All our deposits are.

Q. What is your rule in regard to allowing interest on deposits?—A. We do it by the calendar month. Money paid in to-day commences interest on the 1st May. We allow interest on the minimum balance for the current month.

Q. What rate of interest do you pay?—A. Five per cent. per annum.

Q. When was this deposit made?—A. On the 11th March, 1876.

Q. Is Mr. H. H. Clapp a depositor in your bank?—A. He has two accounts, both as a private individual and as an agent.

Q. What is the nature of his deposit in your bank?—A. This account I now speak of consisted of checks deposited for the Congressional Record, payable to A. M. Clapp, \$5 or \$20, or any other sum for the Congressional Record. These would come from various parts of the country to him. I do not remember that he ever put any money in on his account.

Q. Is the total amount of this deposit subject to the order of H. H. Clapp?—A. Yes, sir; at sight.

Q. Does this deposit come under the head of your interest-bearing deposits?—A. Not by agreement; but by implication. If he asks interest he can have it.

Q. What is the amount of this deposit of H. H. Clapp, as agent?—A. His first deposit was on November 12, 1875, \$3.59, and his last, on April 5, 1876, \$35, leaving a balance on April 7 of \$2,912.35, which amount was drawn this a. m., in full.

Q. How long has this sum been accumulating?—A. Five months.

Q. Has Mr. H. H. Clapp a private account in your bank? And if so, state the amount.—A. His first deposit was on December 24, 1874. He made a deposit of \$2,158.12 on his private account. His last deposit was on March 15, 1876, \$137.50. His balance due on April 7 is \$343.11.

Q. Have you paid either of the Clapps or credited them with any interest?—A. There is none.

Q. Has Mr. Harry Clapp drawn out any money since he began to deposit?—A. He came in this morning and drew out \$2,912.35.

Q. What time this morning was this money paid by your teller to H. H. Clapp?—A. Between 9 and 9.30.

By Mr. SINGLETON :

Q. Without any special contract, have you published to the world that you will pay interest on money deposited?—A. Certainly.

By Mr. BALLOU :

Q. Do you credit the parties without reference to their asking the amount of interest due them?—A. Our interest is made up in July, and if he had said nothing about interest, I should have certainly credited him with interest, except there was a relinquishment.

COMMITTEE ON PRINTING, April 7, 1876.

H. C. SWAINE sworn and examined.

By the CHAIRMAN :

Question. Please state your name.—Answer. H. C. Swaine.

Q. Are you cashier of the Second National Bank of Washington?—A. I am.

Q. How long have you been cashier there?—A. Since the latter part of July, 1874.

Q. When was the bank organized?—A. In September, 1872.

Q. Who was cashier prior to your taking possession?—A. Mr. Eaton, now dead, was acting cashier for some time previous. The business was managed by the president.

Q. Is he now connected with the bank?—A. Yes, sir.

Q. As president?—A. Yes, sir.

Q. Is A. M. Clapp, the Congressional Printer, a stockholder in your bank, and does he do business with your bank?—A. He is a stockholder, and does business as an individual there.

Q. What amount does he hold?—A. Fifteen shares, amounting to \$1,500.

Q. Has Mr. Clapp, at any time since your connection with the bank, had a large amount of money deposited?—A. He has had a balance in bank since I have been there—a balance of about \$8,000.

Q. After examination of the books, what amount, at any one time, or at various times, did Mr. Clapp have on deposit before you became cashier?—A. Not exceeding \$15,000 or \$16,000 at any one time.

Q. Has your bank been in the habit of allowing interest on deposits?—A. In certain cases by arrangements, when the money remains some length of time.

Q. Has your bank at any time allowed interest on deposits?—A. It has.

Q. Did Mr. Clapp receive interest on the \$16,000, which you say he had on deposit, at any time?—A. That came from the average of accounts.

Q. What amount of money has been paid to Mr. Clapp for interest on deposits since the organization of the bank?—A. Nine hundred and eighty dollars.

Q. What amount has he now on deposit?—A. Not exceeding \$1,800.

Q. Has he drawn any considerable amount of money out of your bank within the last three or four months?—A. No, sir; I think not. The account has run down gradually.

By Mr. BALLOU :

Q. What would be the average of Mr. Clapp's deposit since he has had an account at the bank?—A. About \$8,200.

Q. What is the rate of interest which you pay on deposits?—A. I think in the beginning some 5 per cent.

Q. How long must money be in the bank to receive interest?—A. Thirty days.

Q. You do not pay interest at all now?—A. Not at all.

Q. How long is it since you ceased to pay interest?—A. I closed the interest account, so far as I could, when I went there. Some time in January, 1876, we decided not to pay interest on any account whatever.

By Mr. SINGLETON :

Q. What amount of money did Mr. Clapp have on deposit a short time before you determined to pay no interest on deposits?—A. Not more than \$3,000 or \$4,000.

Q. At what date did Mr. Clapp have the largest sum of money in your bank, and how long was such an amount there?—A. August 31, 1874. He had then \$16,000 in round numbers—\$16,300.

Q. Please make out an account of his deposits, say every three months, from the organization of the bank to this date.

A. His balance on ——— 6, 1873, was	\$44 56
Balance February 6, 1874	14, 522 17
Balance May 6, 1874	13, 642 41
Balance August 6, 1874	12, 764 14
Balance November 6, 1874	11, 502 30
Balance February 6, 1875	8, 153 65
Balance May 6, 1875	6, 960 14
Balance August 6, 1875	6, 339 17
Balance November 6, 1875	5, 712 15
Balance February 6, 1876	2, 289 00
Balance at date	1, 183 30

COMMITTEE ON PRINTING, April 8, 1876.

G. H. B. WHITE sworn and examined.

By the CHAIRMAN:

Question. State your name, residence, and occupation.—Answer. George H. B. White, Washington City, cashier of the National Metropolitan Bank.

Q. How long have you been cashier of that bank?—A. By actual appointment about a year and a quarter, but nominally over two years. I have been connected with the bank for about eighteen years before.

Q. Does A. M. Clapp, the Congressional Printer, do business with your bank?—A. Not what we would call business now.

Q. Has he done business with the bank?—A. Yes, sir.

Q. Will you explain the nature of the business, whether he is a depositor or not?—A. He has been a depositor of the bank.

Q. When did he commence doing business with the bank?—A. I would like to say here that I would object to answer any question concerning the private acts of our customers; we regard those as sacred, and I would respectfully protest from divulging our relations.

Q. The inquiries that we have addressed to you, and which we propose to address to you, are made for the purpose of assisting us in the investigation in which we are engaged, and therefore I repeat my question, "when did Mr. Clapp first commence doing business with you?"—A. I would beg permission to say that we have never answered questions of that character, except by a regular process from a court, when the books and papers have been called into court; and if I am required to answer, I make my answers under protest against revealing the private relations which exist between us as a depository and our depositors.

Q. I must insist on my question.—A. He commenced business in August, 1869.

Q. As a depositor?—A. Yes, sir.

Q. What amount of money has Mr. Clapp had on deposit at your bank?—A. I cannot say that I have examined carefully into that, but as high as \$10,000, or more, possibly, at a time; not many times; I think, probably, hardly at any time more than \$10,000, and not, that I know of, more than on one occasion. I glanced hastily over the account, and saw a deposit made at one time of about that amount; other deposits were smaller.

Q. Is he at this time a depositor at your bank?—A. No, sir.

Q. When did he cease being a depositor in your bank?—A. I cannot tell the month; but I think he ceased being a depositor, as such, some time in 1872.

Q. He has not done business with you since then?—A. Not a deposit business; only a little matter of interest on paper due to him.

Q. Does your bank allow interest on deposits?—A. No, sir.

Q. Did it ever pay interest?—A. Not to individuals. In one case the cashier, my predecessor, took the responsibility of allowing interest to a savings-bank, but the board disavowed it.

Q. Has Mr. Clapp had transactions with or through your bank other than you have named?—A. Not to my knowledge. I have no knowledge of anything except the regular, legitimate account as depositor.

W. H. COLLINS recalled.

By the CHAIRMAN :

Question. In your examination yesterday, you stated that you had received, and kept in your money-box in the Government office, all the receipts for the sales of, and subscriptions to, the Record; am I correct in that?—Answer. Yes, sir; of course, except checks. Those have to go out, and be collected.

Q. I understood you to say that you received and kept the money in there; that you had the handling of it.—A. I had to put the checks out of my hand to have them collected.

Q. Did you do this?—A. I did not collect them myself. They are put in bank to be collected.

Q. How long were they kept in bank?—A. About three months.

Q. When did you get the proceeds of these checks?—A. Yesterday morning.

Q. Do you know, or not, that the sum of about \$2,900, receipts from the Congressional Record, was deposited, from time to time, by H. H. Clapp in the Metropolis Savings-Bank, and only drawn out of there yesterday morning, and placed in your possession?—A. No, sir.

Q. Do I understand you to say that Mr. Clapp did not deposit any of the receipts from the sale of the Congressional Record from November to April in the Metropolis Savings-Bank?—A. He did deposit some.

Q. Were they deposited there?—A. Yes.

Q. When were they paid to you?—A. Yesterday morning.

Q. By whom?—A. By H. H. Clapp.

Q. What was the amount that he paid you yesterday morning?—A. Something over \$1,600. I do not recollect the exact amount.

Q. How do you reconcile your statement of yesterday with your statement of to-day, in regard to the reception, by yourself, and the keeping in your money-box of the receipts of the Record until the same were paid to the financial clerk?—A. I did not understand that the question was asked me, if I had kept all the money that I received. I understood that the question was this: "Have you in your cash-box, at the present time, all the moneys you have received for the Congressional Record?"

Q. It appears, then, that you have not had the money all in your possession?—A. No, sir.

Q. Did you pay part of the money that you have received to H. H. Clapp?—A. I put in his possession the checks I had received, and a memorandum of them, and he put them in bank to be collected. Last year we had a good many, and had to pay for collecting, and this year Mr. Riggs said he could not be bothered with them, they were so small; and we were obliged to put them in bank.

Q. Why was the money given into Mr. Clapp's hands?—A. Because Mr. Clapp had opened an account as agent with the bank, and deposited checks there which he had received from the sale of documents.

Q. As the responsible party so far as relates to receipts for the Congressional Record, why did you hand those checks to H. H. Clapp? Why not collect, yourself?—A. Mr. Clapp said that he was going to open an account with the bank, and that he might as well deposit mine.

Q. Did you take receipts from Mr. Clapp?—A. No, sir; I made a memorandum.

Q. Did you receive the money from Mr. Clapp as rapidly as it was collected?—A. I received all the money I gave him yesterday morning.

Q. Why did he pay yesterday?—A. I do not know.

Q. Why did he not pay it as rapidly as it was collected?—A. I do not know.

Q. Why did you not take steps to get this money as rapidly as it was collected?—A. I felt it was perfectly safe where it was.

Q. In other words, if you had been called upon at any time prior to yesterday morning, there would have been found a deficiency in your box of about \$1,600.—A. Yes, sir.

Q. Did Mr. Clapp make the request that you would let him have those checks?—A. We were debating the best mode of collecting those checks, and Mr. Clapp thought there had best be an account opened, and said that he would open an account and collect my checks.

Q. How much money did you give Mr. Clapp at various times on account of the Congressional Record?—A. A little over \$1,600.

Q. When did you commence giving them to him?—A. I think in December last.

Q. Has he returned to you all the money he received?—A. He has.

By Mr. BALLOU :

Q. How large were the checks?—A. The largest one I had was for \$150, and they ran down to smaller sums.

By the CHAIRMAN :

Q. Am I correct in understanding that this money was not paid to you till yesterday morning?—A. Yes, sir.

Q. Why did he pay it yesterday?—A. I do not know.

Q. Had you had no conversation with him in regard to it preceding the time he paid it to you?—A. No, sir; he simply said that he had been down to the bank and drawn out the deposits there, and would pay over the amount I had deposited with him.

Q. Did you have any conversation with Mr. H. H. Clapp, or any one else connected with the Government office, within the past week, in regard to this money belonging to the Congressional-Record fund which was not in your possession?—A. No, sir. The first I knew he came and said he had been down to the bank and drawn out the amount, and would hand it over to me, which he did.

Q. Was there any reason given for drawing it out early yesterday morning and handing it to you?—A. Yes, sir.

Q. What was the reason?—A. He said that he supposed the cash in my box would be counted, and he would rather the amount would be in the box than in the bank.

Q. Did you make examination in regard to the queries made yesterday relating to the paper used for the Record, costing \$5.11.65 a ream, to see whether it is not included in the 4,957 reams of the same priced paper reported purchased on page 27?—A. Yes, sir.

Q. What has been the result of that examination?—A. I find that the paper used on the Record is not included.

Q. How much of this priced paper was purchased last year?—A. Nine thousand and thirty-two reams.

Q. From whom was it purchased?—A. From John A. Shober.

Q. At what dates did you purchase this paper last year?—A. On October 6, 2,902; November 25, 1,400; January 30, 4,166; February 27, 564, making a total of 9,032.

Q. You purchased, then, exactly the amount which would be required to fill the orders?—A. No, sir; we order so much paper, and draw it out as it is needed.

Q. Did you bring the book with you that shows the amount turned over for the use of the Congressional Record?—A. There is no such book in the office.

Q. Who makes the division of paper so as to show the amount used for the Record, or for other purposes?—A. The paper is used off the truck as it stands in the press-room, and if there is a job comes in from a Department that requires printing-paper, they estimate the paper required to do the work, and put in on the jacket, and it is charged up in the books of the office.

Q. If I understand your statement in regard to this particular quality of paper on which you have been examined, to ascertain the disbursement on account of paper you must add the sum stated on page 27 and page 35 to enable you to get a correct statement of the disbursements on account of paper?—A. Yes, sir.

Q. Did you make examination in regard to the query put to you yesterday relating to a mistake which occurred in a speech of Senator Stevenson, of Kentucky?—A. I simply asked the foreman of the Record if it was made, and he said yes.

Q. Where does the cost of the correction appear on your books on account of the Record?—A. If it required composition work, it would be included in the cost of composition; if in binding, it would be there.

Q. If it required paper, you would know it?—A. Yes, sir.

Q. Was any paper reported to you?—A. No, sir; not to my knowledge. The paper may have been included in the return made to me.

Q. Have you made examination into the purchase of binding materials for the use of the Record?—A. Yes, sir.

Q. Are they included in the gross amount, or are they separate in the annual report?—A. They are separate.

Q. How do you know they are separate?—A. I separated them.

Q. Where are the books kept showing the amount of the binding materials and the quality used in the Record?—A. My books should have shown that, but I have not put it on there.

Q. Where is it?—A. I have them all.

Q. In what sort of shape?—A. On memoranda.

Q. Do you keep an account of the binding-material used for the Record, reaching about \$20,000 for a short session?—A. (Handing paper, Exhibit BB.) This is the report made to me.

Q. Is this single half-sheet of letter-paper, written on one side, which I hold in my hand, the only data furnished you on which to make entries on the book?—A. Yes, sir.

Q. When was this furnished to you?—A. At the end of Congress.

Q. Who furnished you this paper?—A. Mr. Roberts. Mr. Roberts first furnished me a report the same as this with the exception of the price paid per foot for leather. I found when I came to make out the report that he had used more leather at 24 cents a foot than had been bought, which could not have been possible. Then he made up another report.

Q. How did he remedy the error?—A. I got him to rectify it. I took out all the amount which had been purchased at 22 cents.

Q. Does Mr. Roberts keep a set of books showing what he uses on the various docu-

ments that come into his hands as superintendent of binding?—A. That I cannot answer.

Q. Do you know how he makes up this account of binding-materials used for the Record?—A. I do not know very certainly how he does. I suppose he keeps memoranda of materials issued to the workmen.

Q. Does this item you have handed me here include all the items charged in the expenses of the Congressional Record?—A. No; there are others here.

Q. By whom were those others furnished to you?—A. I took a part of them from Mr. Larcombe's books. The printing included was furnished to me by the foreman of the press-room.

Q. By whom was the item of stereotyping furnished you?—A. By the foreman of the stereotyping-room, Mr. Elliott.

Q. Do you keep a set of books showing the expenses on account of the Record?—A. No; Mr. Larcombe has a book, marked "Congressional Record," in which he keeps the accounts.

Q. When did he get that book?—A. Some time in the fore part of the year. Before that, when there was a purchase made, it was set in the requisition for the Record, and marked in his book.

Q. Do you keep any other book of original entry except your cash-book of sales and subscriptions?—A. No, sir.

Q. That is the only book of original entry?—A. Yes, sir.

Q. You are supplied with data to make up your report entirely from other parties?—A. Yes, sir.

Q. When did this particular half-sheet of paper, marked "Exhibit BB," which purports to give the cost of binding the Congressional Record, second session of Forty-third Congress, in three parts, and a volume of index, come into your hands?—A. That one came yesterday morning. The original one, which is exactly like that with the exception of the cowhide Russia, came in before the report was made up.

Q. By whom was this one furnished?—A. By Mr. Roberts.

Q. Why did you have him furnish this to you yesterday morning?—A. I wanted that to correspond with the entries in the report. I can give you the original one.

Q. Please explain what led to the reproduction of this paper yesterday morning by Mr. Roberts?—A. I told him that this should correspond with the report there; that he had charged me in his first report with a greater amount of leather, at a certain price, than had been purchased. I stated it to him before, but never had it changed before.

Q. If Mr. Roberts's original report to you was wrong in regard to the price of Russia leather, how was the correction made, and does it appear in the report?—A. I made the correction. I spoke to him about it, and he told me to make the correction.

Q. If he reported using more 24-cent Russia leather than you had actually purchased during that particular year, how do you know that he did not in fact use the amount he had reported?—A. I do not know that; but I will explain. In getting the expenditures of the office it would be necessary to add the cost of the public printing and binding and the expenses of the Record together. Now, suppose he reported to me that he had used so many feet of leather, a greater number than the books showed had been purchased, it would not be right.

Q. Did you discover that he had used an amount which, if added to that used for other purposes, would exceed the sum-total purchased?—A. I found that he had reported he had used a certain amount of leather, which exceeded the amount of leather at that price purchased.

Q. You made the correction from the books of the office?—A. Yes, sir.

Q. Let me ask you by what authority you made the correction?—A. I spoke to Mr. Roberts about it, and he said he had evidently fallen into an error, and the correction would be made.

Q. In making your corrections for the report, as it appears in the last report of the Congressional Printer, on page 36, did you make them from the book of purchases kept in the office?—A. Yes, sir.

Q. Did you make it in that way so as to conform, and not to show a greater amount used than had been purchased of this particular 24-cent leather?—A. I made it so that it would not show a greater amount used than had been purchased.

Q. Did you make it in that way so as to tally with the purchases of leather at that particular price, without knowing in fact whether that amount of leather had been used or not in the binding?—A. Yes, sir.

Q. If Mr. Roberts has no book wherein he keeps this account of binding-materials, how has it been possible for him to furnish to you this paper which I hold in my hand, Exhibit BB?—A. He could not have done it.

Q. Has he made this statement (BB) from the same sources that you obtained it, and at your dictation?—A. He made the correction at my suggestion, and to accord with the purchases made.

Q. Is this paper (BB) copied from the Congressional Printer's report, page 36?—A. No, sir.

Q. What is it copied from?—A. From the first report he gave me.

Q. Is it corrected from the first report made to you to conform with the report of the Congressional Printer on pages 35 and 36?—A. Yes, sir.

Q. Did you take the liberty, without consulting with Mr. Roberts, of making the correction to conform with the purchase of material?—A. No, sir; when I discovered the error I called Mr. Roberts's attention to it, and he said to correct it.

Q. When did you discover the error?—A. When I was making the report.

Q. Where did Mr. Roberts get his information to convince him that his report to you was an error?—A. From me.

Q. Where did you get the information?—A. By looking at the purchases of leather.

Q. Where does Mr. Roberts get his information on which he bases the reports of binding-materials used?—A. I do not know that.

Q. Did he make any question as to your correctness?—A. I do not recollect whether he did or not.

Q. When were you notified that you would probably be called before this committee, and by whom?—A. I think it was the night before last, by Mr. Clapp.

Q. Was that the night before you were called before this committee?—A. Yes, sir.

Q. Was this paper, marked Exhibit BB, handed to you after you received this notice from Mr. Clapp?—A. Yes, sir; there was no intention on my part to cover up anything in the matter at all. I simply wanted that paper to correspond with what I put in the report.

By Mr. SINGLETON:

Q. You stated that the exhibit marked BB was handed you yesterday morning. Have you the original report in your possession?—A. Yes, sir.

Q. Have you it with you?—A. No, sir.

Q. Will you please state where it is to be found, describe it as minutely as you can, and say whether you can furnish it to the clerk of this committee by his going with you to your place of business?—A. I can furnish it to the clerk. It is to be found at the Government Printing-Office. I do not think there is any date on it. It is the same as this, with the exception of the leather being changed.

By the CHAIRMAN:

Q. You state that it is the same paper, except that the leather has been changed. Am I correct?—A. The leather has been changed. There was an estimate on it for the freight, that was left out of the report. We estimated freight because I did not know who did the cartage. What I mean is that the several amounts on this paper added together will correspond with the amount on the original memorandum.

Q. There being so many feet of 24-cent leather used, did you change the number of feet of leather as well as the price of leather?—A. I changed the number of feet at a certain price.

Q. Did you make the number of feet at a given price agree with the amount of money which you have reported? I see from the account you have furnished here today that there are three items of leather. Did you take from the amount of 10,482 feet and add to the 26,816 feet or to the 1,692 feet so as to make up the accounts?—A. He reported more leather to me than had been purchased, and I deducted the amount which had been purchased and put the difference at another price.

Q. Did you and Mr. Roberts talk fully in regard to all those points, and the fact that you had to give testimony before this committee, and what the character of the testimony would be before you came before us?—A. No, sir.

Q. You had no talk at all?—A. Only what I have stated.

Q. Did you have a conversation with Mr. Clapp, Congressional Printer, in the printing-office, in regard to your testimony before this committee?—A. No, sir.

Q. Do you mean to say that this investigation and the character of the testimony which has been given by each one has never been talked about since the investigation commenced?—A. Not to my knowledge. I have not talked about it, with the exception of saying, when I saw a statement in the paper in regard to Mr. Parker's account, that I thought that that statement was wrong, that I was almost willing to swear that every amount was on my cash-book, and if not I would be very much surprised.

Q. With whom did you have this conversation—Mr. A. M. Clapp?—A. No, sir; I did not say a word to Mr. Clapp.

Q. You have never had conversations with Mr. Clapp in regard to your testimony before this committee?—A. No, sir.

Q. And with no other person connected with the office?—A. I have not talked with any one about the character of my testimony before this committee, Mr. A. M. Clapp or any one else in the office.

By Mr. SINGLETON:

Q. Has there not been in that office a general overhauling and examination of books preparatory to this investigation?—A. Not to my knowledge.

Q. In your cash-book, do you not state that those entries have been made from day

to day and from time to time, just as they appear there, on the receipt of cash?—A. Yes, sir; they have.

Q. You undertake to say that every time you have received cash it has been entered on that cash-book as it appears there, at the time?—A. Yes, sir.

Q. Have you not been in the habit of keeping memoranda of the amount of money received from time to time, and afterward transferring them to this cash-book?—A. No, sir; I have not.

Q. Are you not in the habit of doing it now?—A. No, sir.

Q. Did you not yesterday show to Mr. Wiener, the clerk of this committee, some memoranda that you had, amounts you had not put on your books?—A. I showed him some memoranda from my box. The deposit we require for a long session is \$10. Some people do not know the price of the Record, and send \$5, or less than that. I take the amount they send and start the Record, and notify them the deposit is not sufficient. If they want the Record the whole session, they send me enough more to make up the amount, and I put it all on the cash-book. If they do not send the required balance, I send the Record till the deposit is exhausted, and then put it on my cash-book.

Q. If, as you state, you are in the habit of charging yourself in this cash-book with the amount of money which you receive day by day, how does it happen that you got two of the amounts charged in this account against Parker, \$10 and \$10, and omitted the \$20 contained in the very same account, and failed to put it on your books?—A. I do not know how I failed to put it on my book. It is certainly an error. At the time I was keeping this cash-book the disbursing-clerk was sick, and I was working every Sunday and nearly every night, not Record accounts at all, but other work, and was very busy.

By the CHAIRMAN:

Q. I will refer you to the Congressional Printer's last report, to page 27, statement No. 4, which purports to show the disbursements on account of paper for public printing from October to September, inclusive. After enumerating the articles, on page 29 will be found this statement: "Total amount paid for paper for public printing, \$387,471.26." Now, if the paper for the Record is not included in that amount shown on page 27, where, in the annual report, is its purchase shown?—A. This No. 4 statement, showing the disbursements on account of public printing, should read, "with the exception of the paper used on the Congressional Record."

Q. From whom was the paper on which the Congressional Record was printed purchased?—A. From John A. Shober and S. D. Warren & Co. The 4,075 reams was from J. A. Shober, under his contract for printing-paper. The 378 reams used in the Record was from S. D. Warren & Co.

Q. Was this paper furnished under contract for the year ending December 31, 1875?—A. The paper furnished by Shober was under his contract of 1874. The paper furnished by Warren & Co. was under their contract for 1875.

Q. Who furnished the 4,957 reams, at \$5.11.65 a ream?—A. J. A. Shober.

Q. Is your book here this morning showing your account with newsdealers or outside parties since you have been in charge of the Record?—A. Yes, sir.

Q. Please examine the book, and tell me with whom you have opened accounts in the past?—A. J. Bradley Adams, J. C. Parker, and J. Shillington.

Q. Are those all the parties with whom you have opened accounts since you have been in charge of the Record?—A. Up to this present session.

Q. Is there any credit attached to those accounts?—A. Not there, but on the cash-book.

Q. Did you ever have any trouble in collecting from parties to whom you have sold the Record?—A. I had some trouble with Parker.

Q. Did you let Mr. Parker have Records without cash in advance?—A. Yes, sir.

Q. By whose order?—A. Nobody's order. We have always done so until the present session.

Q. What difficulty did you have with Mr. Parker?—A. Mr. Parker desired to keep a deposit in the office, so that his bill would not run up so large, and I agreed that he should keep a deposit; and along at the end of the session I sent him a statement of his account, and he sent word back that, as it was near the end of the session, I might let his account run till the end of the session.

Q. What year was that?—A. 1875.

Q. What amount was due?—A. \$69.

Q. I refer to an account you rendered him in 1874, amounting to about \$800; have you any recollection of that?—A. I did not render that account. It was for Records furnished him before I had control.

Q. Who collected that account?—A. Mr. Harry Clapp.

Q. Do you know how it was paid?—A. I think it was paid by notes. Mr. Parker gave his notes, but they were not then put on the cash-book. The Government was not kept out of the money a moment on that account.

Q. Was the money actually received before the notes were paid?—A. Yes, sir. If I understand it, the notes were taken by a friend of Mr. Parker, and he paid it to Mr. Clapp, and he put it on the cash-book.

Q. Have you collected all that was due from all persons from the sale of the Record?—A. I have collected all amounts from news-dealers. There are some members of Congress who have not paid up.

Q. Where does that appear on your books?—A. That appears on the book where I keep the account of the members. I keep an account with every member.

Q. How have you accounted for the money which should have been received from the sale of Records to delinquents?—A. It stands on the books. I have not accounted for it.

Q. How do you square your accounts without accounting for it in some way?—A. I would account for the cash I had received. If a man does not pay, I cannot pay for him.

Q. Recurring to the news-dealers; have you made collection from all parties other than members of Congress for Records sold to them?—A. To the best of my knowledge and belief, I have.

Q. Who did the collecting?—A. I did.

Q. Did you return all the money you had received to Mr. Larcombe?—A. Yes, sir.

Q. Were any copies of the Record sold during and after the special session of the Senate in 1873?—A. I do not know anything about that.

Q. Who has charge of the mailing and subscription books for the Record during the last year?—A. Mr. Penicks.

Q. Does Mr. Penicks keep the mailing-book?—A. Yes, sir.

Q. Who furnishes him with the names of the subscribers?—A. I do.

Q. Do you furnish all the names of subscribers?—A. Yes.

Q. Do you keep a list of subscribers in your office?—A. No, sir.

Q. I find on pages 35 and 36 an exhibit showing the disbursements on account of the Congressional Record. Does this exhibit show a correct statement on account of the Record, so far as the same was furnished to you?—A. Yes, sir.

Q. Will you examine and tell me if there is any charge made there for keeping the Record office in good order, sweeping, dusting, &c.?—A. Yes, sir; there is.

Q. Is there any charge there for heating the Congressional Record office?—A. There is no charge made for that; I do not see how we could get at that.

Q. Is there a charge there for brooms for the office?—A. No, sir.

Q. Is there any charge for lye?—A. No, sir.

Q. Any charge for ice?—A. No, sir.

Q. Any charge for repairs to machinery?—A. No, sir.

Q. Any charge for horse-feed?—A. No, sir.

Q. Any charge for horseshoeing?—A. No, sir.

Q. Any charge for care of horse or horses?—A. No, sir.

Q. Any charge for postage?—A. No, sir; that comes out of the contingent fund.

Q. Any charge for gas-shades or lamp-shades?—A. There is.

Q. Any charge for the material, and binding, and making of books of account?—A. No, sir.

Q. Is there any charge for shooting-sticks and mallets used in the office?—A. I do not see any.

Q. Any charge for stationery?—A. No, sir.

Q. Any charge for blankets used on presses?—A. No, sir.

Q. Any charge for rollers and roller-composition?—A. No, sir.

Q. Any charge for sirup?—A. No, sir.

Q. Any charge for proof-presses?—A. No, sir.

Q. Any charge for oil?—A. No, sir.

Q. Any charge for benzine?—A. No, sir.

Q. Any charge for steam?—A. No, sir.

Q. Is there any charge against the Record for your services?—A. No, sir; except that an appropriation is made for a clerk to keep the Record accounts.

Q. Does the pay for your services appear against the disbursements on account of the Record?—A. No, sir.

Q. Under the head of employes, is all the labor expended on the Congressional Record?—A. With some exceptions.

Q. Is there any charge for printing letter-heads, blank bills, and other printing used for the Record?—A. No, sir.

Q. Does any charge appear there for gas?—A. Yes, sir.

Q. What is the amount?—A. \$678.

Q. Is the gas-meter so arranged as to show the amount of gas used in the Record rooms?—A. I do not like to say, positively, but I think there is a separate meter.

Q. Is there no gas used in the production of the Record other than in the Record room?—A. There is gas used in the press-room and folding-room.

Q. There appears to be no charge for that?—A. No, sir.

Adjourned.

CHARLES J. WIENER sworn and examined.

By the CHAIRMAN :

Question. Are you the clerk of this committee?—Answer. Yes, sir.

Q. Did you, at the request of the committee, on the evening of the 6th of this present month, go, in company with Mr. A. M. Clapp, Congressional Printer, to the Government Printing-Office, and count the money in the safe which was pointed out to you as containing money belonging to the Government?—A. Yes, sir.

Q. What was the result of that examination? State the instructions you received, and the result of your examination.—A. I was instructed to proceed to the office of the Congressional Printer, with him, in order to make count of all moneys belonging to the Government, and which were included in what Mr. Clapp calls a surplus fund. When I reached the office Mr. Clapp introduced me to Mr. Larcombe, the financial clerk, and left me with him. Mr. Larcombe expressed his regret, first, that I had called at so late an hour in the day; second, that I had called at a very inopportune moment, since all of the money was not on hand at that time; he proceeded to say that the Congressional Printer, or rather the officer in charge, does not pretend to have all that money in cash. I counted the sum in the safe and found that it amounted to \$16,257.99. Mr. Larcombe counted the amount as soon as I was through, and our accounts tallied, all but one cent, he making it 98 cents and I 99. I then asked him to present whatever vouchers he might have, (he having spoken about the vouchers.) in order to allow me to make count of them and report to this committee. He told me those vouchers were not in a presentable form; that the money had been paid to the employés of the establishment, and that the pay-rolls would have to pass through the Treasury before the vouchers could be returned to the office. I asked him to give me an exact account of money used out of that fund for the purpose of paying the employés of the office. He told me he could not do so, but that if I would add to the amount of money, or to the figures which I would find on a slip of paper which he had furnished the committee, the sum of \$2,396.03, (being the proceeds of two amounts of waste, shavings, and leather scraps, received since the time of rendering that account,) and from that sum deduct the amount of cash on hand, I could arrive at the amount that he had paid out on the pay-rolls of the office.

Acting further under the instructions of the committee, I proceeded yesterday morning to the office of the Secretary of the Treasury of the United States, and presented a letter from the chairman of this committee asking for an exhibit of all cash balances subject to draft in favor of the Congressional Printer, over and above the amount he is entitled to draw under the law, which limits his requisition to two-thirds of his bond. The answer I received was that there was not a dollar to his credit in the office. A letter was written in my presence to the chairman of this committee to that effect, but was to be signed by the Assistant Secretary of the Treasury, and he happening to be at a Cabinet meeting, the gentleman in charge of the department of warrants promised me to have it here this morning.

Q. Did you make inquiries as to whether any book or books were kept which would show the amount of that surplus fund, so called, and the dates at which it had been received?—A. I did; I asked Mr. Harry Clapp and Mr. Larcombe—both being in the room—whether there were any books of account which they had in their office which would throw any light on the subject, other than those in the hands of the committee. Mr. Clapp answered that all the books of account were in the possession of this committee.

Acting under further instructions of the committee, I accompanied Mr. Clapp and Mr. Collins to the Government Printing-Office yesterday evening. On reaching the office, we went to the room where Mr. Collins's desk is, and I asked him for the book that he claimed contained the entry of Mr. Parker's account—the \$20 which had been omitted. He handed it to me, and I brought it with me. I find on examination of the book that it contains in the first part of it about a dozen lists of subscribers to the Record. Further, I find in this book accounts with outside parties, as follows: Under the head of orders from news-dealers, I find, first, an account with J. Shillington; second, an account with J. C. Parker; third, an account with J. Brad. Adams. I find the account with Shillington contains the debit charges for Records furnished Mr. Shillington, and not a single entry crediting him with moneys received. In the case of Mr. Parker, I find a number of entries debiting him with various numbers of copies of the daily Record, and crediting him with several amounts of cash, the third of which is the \$20, in regard to which the committee made inquiry yesterday; but by balancing the entire amount of cash in this book, with the entire amount of cash in the other, there is a difference between the accounts, I think, of between sixty and eighty dollars. The account of Mr. Adams only contains the charges against him by reason of copies received, and has no credit side. That is all I find in that book. When I had that book, he showed me his Record book for this year. His cash-book showed that the amount at the foot of the pages had not been footed up. He explained that it would be a very arduous work to foot this amount at that time of the day; that I could not arrive

at any balance in any way ; that I could not arrive at any idea how much money he had on hand until that was done. I saw that plainly, and considering that I was sent there for a specific purpose, I thought I would carry out the instructions of the committee best by counting the money on hand. He told me that he would prefer if I would not count the money until after the book was balanced ; but upon my insisting, he brought me his cash-box—an ordinary tin box with a padlock. I opened it, and I found in it altogether the sum of \$8,362.85. After counting the money, postage-stamps, and postal orders that were on hand, he asked me in regard to some other money that was inclosed in letters. He had a package of letters there, and told me that he did not think I would need to count that money, because it was money belonging to private individuals. I asked him how he had come by that money, how it had come into the box ; and he told me that it was money belonging to parties who had sent it as a subscription to the Record, in sums not sufficient to cover the entire session. I then asked him whether he did not send the Record until that money was exhausted. He told me he did. I thereupon told him I desired to count it ; that as he was sending the Record now to those parties, it was not money belonging to private individuals, but money belonging to the Government. I found that in no case there was less than \$5, the total amounting to \$101.35 ; that amount is already included in the sum total given above.

To make this total sum I found fifteen postal orders, twenty-four 5-dollar bills, eighty-three 10-dollar bills, one hundred and twenty-two 20-dollar bills, sixty 50-dollar bills, seven 100-dollar bills, and two 500-dollar bills. The balance was in small change, postage-stamps and specie.

Q. Did you make inquiry, or ascertain whether there was any book or books of account other than the one you found there and brought to the committee, containing accounts against outside parties for the Congressional Record ?—A. I found that at this time Mr. Collins keeps a full and regular set of books.

The letter referred to in the above testimony, from the Acting Secretary of the Treasury to the chairman of the committee, reads as follows :

“TREASURY DEPARTMENT,
“Washington, D. C., April 7, 1876.

“SIR: In reply to your letter of to-day I have to inform you that Hon. A. M. Clapp has no money to his credit with the Treasury of the United States at this date.

“Very respectfully,

“CHARLES F. CONANT,
“Acting Secretary.

“Hon. JOHN L. VANCE,
“Chairman Committee on Printing, House of Representatives.”

Adjourned.

COMMITTEE ON PRINTING, April 10, 1876.

W. H. COLLINS recalled.

By the CHAIRMAN :

Question. Are you prepared to state how many copies of the Congressional Record were bound in calf and sheep, or both ?—Answer. One hundred and two ; but I cannot tell whether 100 were bound in calf or sheep, or whether the two copies were bound in calf or sheep ; 102 were bound in calf and sheep.

Q. What disposition was made of those copies ?—A. Two to the Library of Congress, and 100 to the library of the House.

Q. Where does the cost of that binding appear in the report ?—A. Under the Clerk of the House of Representatives.

Q. Does any part of the cost of the copies bound for the House of Representatives appear in statement No. 6, on page 25 of the last Report of the Congressional Printer ?—A. It all appears there except the paper and binding.

Q. The paper and binding are omitted from this estimate ?—A. Yes, sir.

Q. This statement of the cost of the Record, as I understand you, does not include the cost of the paper for the copies bound for the House in sheep and calf ?—A. No, sir.

Q. Why did you omit it ?—A. I did not think that was properly chargeable to the Record.

Q. The statement then is incomplete and incorrect so far as the paper is concerned, is it not ?—A. Yes, sir ; it is incomplete.

Q. Have you included in that estimate the freight paid by the Government on the various articles used in binding the Record ?—A. No, sir ; that was only estimated.

Q. Is there any estimate of it in here ?—A. No, sir.

Q. Is it omitted entirely ?—A. Yes, sir.

COMMITTEE ON PRINTING,
April 10, 1876

A. M. CLAPP recalled.

By the CHAIRMAN :

Question. In your former examination certain interrogatories were propounded which, at the time, you were unable to answer; are you prepared at this time to give the committee information on the matters then inquired of you?—Answer. There was a question in regard to the total cost of the Record. I can state that, as nearly as it can be arrived at under the complicated state of the machinery, it is set forth in my report, except the pay of the Record clerk, which was not added.

Q. Are you satisfied that that statement is correct, after ascertaining that the paper for one hundred copies has been omitted from that statement?—A. I think the paper for all those Records is counted in, as near as I can ascertain, unless Mr. Collins says differently, and if he does he must explain.

Q. Why was not the charge entered for binding-materials? Does not that go in to make up the cost of the Record?—A. No; for the reason that those were bound upon requisition for the House of Representatives outside of the usual line of binding.

Q. Did not the amount paid for the binding of the Record appear on your books?—A. Yes; all bound under order of Congress.

Q. Would it, or not, be proper in making an estimate of the cost of the Record to include all sums expended in its production?—A. That depends whether it was the production under orders of the House bound in a different style, because there is a uniform style; and if the Clerk should order one hundred in a superior style, I do not think it should come in as an expense against the original edition of the Record, because it is out of the regular line.

By Mr. BALLOU :

Q. Where would that be charged?—A. Against the House of Representatives in another place.

By the CHAIRMAN :

Q. What answer do you make in regard to the paper?—A. That I cannot answer, because I cannot see any propriety in its not being charged. If there were a hundred copies taken in sheets out of the edition ordered by Congress, the paper should have been counted in that edition; and the only difference in the charge, in my opinion, should have been the difference between the ordinary binding and the Government binding.

Q. Does your report show that any charge whatever has been made for any of those hundred copies?—A. I cannot see that my report shows it.

Q. Does or does not this report of yours exhibit a true statement of the actual expense incurred in producing the Congressional Record?—A. According to the best of my knowledge and belief it does, with the exception of the clerk's salary.

Q. Have you complied with the joint resolution of June 20, 1874, directing the Congressional Printer to keep an account of all expenses for printing, binding, and mailing the Congressional Record; if so, why does not your report show the full cost of paper and binding-material?—A. I have thought that it did down to the present moment, because it was so reported to me.

Q. What explanation have you to make in regard to the other matters left unaccounted for in your last examination?—A. The charges for composition on the several editions of the Congressional Directory are made in conformity with the report of the foreman of printing, and I beg leave to introduce his letter addressed to me on that subject, in explanation of those charges :

“OFFICE OF THE CONGRESSIONAL PRINTER,

Washington, April 7, 1876.

“DEAR SIR: In answer to your inquiry of this evening, as to the reason for charging composition on each edition of the Congressional Directory, I have to say, that because of the multitudinous changes in the proofs, and the number of different proofs I have to correct, *two* charges for composition would not pay for putting the first edition in type. The changes are so radical and of such number, that after each proof returned is corrected, the whole matter has to be reread. Besides, the correction of the proofs on the subsequent editions is almost tantamount to resetting. Therefore, taking it all in all, I am satisfied that the nearest just charge I could approximate is to do as we have been doing—charge composition on each edition.

“Very respectfully,

“H. T. BRIAN,
“Foreman of Printing.”

‘Hon. A. M. CLAPP,
“Congressional Printer.”

In regard to the question of the \$17—the matter of Mr. Spofford—I have been to see Mr. Spofford, and he desires to come here and explain. He sold \$17 worth to a party named in this receipt, and has the money or has covered it into the Treasury; and the signing for me was a mistake, for the reason that I had nothing to do with it, and he never has paid me a cent of the money. He is supplied with copies for sale under the law.

In reference to the Revised Statutes, they were reset and the cost charged up to Congress. The copies furnished for sale are furnished in accordance with the terms of the law, paper, press-work, binding, and 10 per cent. is added by the Secretary of State himself.

The Decisions of the Court of Claims sell as other documents do, at cost of press-work, paper, and 10 per cent. added. I would like to have my chief clerk made to explain in regard to those Decisions. I have had my foreman of printing and my chief clerk, who furnished me with that statement made on page 62 of the Donnan Report, and neither of them is able to reconcile it, and hence they conclude that it is erroneous. I think it is erroneous. The amount of the cost of material destroyed by a pressman is deducted from his time in the pay-roll.

By Mr. SINGLETON:

Q. Does the workman in giving his receipt give it for the full amount to which he would have been entitled if there had been no deduction?—A. O, no. It is deducted in the time rendered to the pay-clerk. The time of each man is rendered by the foreman. The foreman deducts it out of his time, and he is paid so much less as is equal to the amount of property he destroys.

By the CHAIRMAN:

Q. Where, then, on the books of your office appears an account of the destruction of material by the workmen?—A. It is not shown.

Q. Does the paper go in the waste?—A. It goes in the waste. There is nothing showing, I think, what has become of that paper. It is very seldom an occurrence of that kind happens; I do not think half a dozen times a year.

Q. Then, if it appears in the waste, what becomes of the money deducted from the man's pay-roll?—A. The Government is indemnified for that by the deduction from the man's pay.

Q. Where is it charged in the waste?—A. It is not charged in the waste, except that the paper is thrown into the waste.

Q. If one of your workmen destroys \$50 worth of paper, and that amount is deducted from his pay at the next pay-day, is there any book in your office which shows the transaction?—A. No.

Q. Suppose you have had \$1,000 worth of paper destroyed in one year, and you have deducted that amount of money from the wages of the men, have you any means of accounting for the paper so destroyed at the end of the year?—A. No; I do not know that I have.

Q. Is a strict account kept in your office of the destruction of material by employes?—A. My impression is that the foreman of the press-room does keep an account, and has a book which will show.

Q. Is a correct account kept in the bindery of the materials destroyed there by workmen?—A. That I cannot say.

The next question was in regard to the Morrison matter. I learn from my chief clerk that he has got the cash now in his possession. The check was deposited with him in advance for a job, and he put it in the desk and forgot it, but the money is there. It was for the five hundred copies Opinions of Attorneys-General. The Supreme Court work is charged at 60 cents a thousand.

Q. You say that the Supreme Court work is charged at 60 cents a thousand. Is any charge made for proof-reading, revision, &c.?—A. He says not. He says he makes it up other ways.

Q. Does this exhibit of work done for the Supreme Court give a true statement of the cost of said work if the proof-reading is omitted?—A. Not unless it is compensated in some other way in the same work. Another question was in regard to this Philp & Solomons matter, which you showed me the check for. The only thing which is shown in my office is an account of Philp & Solomons for that amount of paper, and an order on me by the foreman for that amount of paper—fifty reams white cap. I find this bill corresponding to that date: February 20, 1872, fifty reams of white cap, at \$4.68, \$234. That is all the record of that transaction that my office shows. (Requisition and Receipt, O. O. and account of Philp & Solomons, ex. S.S.)

Q. Do the data you have show that fifty reams of white cap paper were purchased from Philp & Solomons on February 20, 1872?—A. Yes; and receipted for by my foreman of binding.

Q. It shows that you purchased paper from Philp & Solomons?—A. Yes, sir.

Q. Do you know whether you really purchased paper from them?—A. I do not know.

I have heard different lately, but I did not know it before; and I trust the committee will send for Mr. Roberts, Mr. Solomons, and Mr. Sturtevant.

Mr. Collins has computed for me the cost of the bound Record. It amounts to 2½ mills per page, according to his computation.

Q. In reference to the surplus for waste, &c., that you say is now in your hands, please state how long this surplus has been accumulating.—A. For something over five years.

R. B. MOHUN sworn and examined.

By the CHAIRMAN :

Question. Please state your name, residence, and occupation.—Answer. Richard B. Mohun, bookseller and stationer; I reside in Washington City.

Q. Have you had business transactions with A. M. Clapp, Congressional Printer, in the past; and, if so, state the nature of those transactions.—A. They were in the nature of orders for stationery and paper purchased from us by that office. The articles we purchased were Congressional Directories and the Congressional Record. Those were the only articles we ever purchased.

Q. How long is it since you began the purchase of those articles?—A. Ever since they published them under that arrangement.

Q. Have you paid for all the articles you ever received?—A. All, except the Congressional Record for the present Congress.

Q. Have you been required to make payment in advance for the Records and Directories you have purchased at the Government office?—A. We were not required to pay in advance for the Record. The last Congressional Directories came down with the bill receipted.

Q. The law requires that the money shall be deposited before any documents are delivered from the Congressional Printing-Office. Have you been required to deposit money prior to getting documents?—A. No, sir.

By Mr. BALLOU :

Q. How large an amount would your transactions be in a year?—A. Very small; I can hardly tell how much.

Q. Have you received your goods generally at the time you gave your orders?—A. We never dealt in any public documents.

By the CHAIRMAN :

Q. Have you ordered a Record to be mailed during this session of Congress, and have you paid for the said Record?—A. I have ordered it, but have not yet paid for it. We have had the bill some time, but have not yet paid it.

Adjourned.

COMMITTEE ON PRINTING, April 11, 1876.

ALBERT E. SARDO sworn and examined.

By the CHAIRMAN :

Question. Are you employed in the Government Printing-Office; and, if so, in what capacity?—Answer. I am; as pressman.

Q. Are you in charge of the press-work of the Congressional Record?—A. There are two pressmen there. I have no position as foreman. Mr. Donaldson is foreman of the press-room.

Q. On what particular work are you now engaged?—A. On the Record; or on speeches or bills or anything of that kind.

Q. What is your pay per day?—A. \$4.

Q. Have you always received that amount?—A. Yes, sir.

Q. What time in the morning do you report for work?—A. I report at 12 o'clock, but do not start till about 1 o'clock.

Q. To whom do you report?—A. To Mr. Helm.

Q. How long does it take you generally to finish up the edition of the daily Record?—A. It keeps us there until nearly 8 o'clock.

Q. If the Record is not off at 8 o'clock, do you remain to finish it, or turn it over to other pressmen?—A. The day-hands come in and finish it.

Q. Do you receive extra pay for extra work?—A. When I work for men during the day, of course they pay me extra.

Q. Have you entire charge of the daily Record when the forms are sent to the press-

room?—A. I do not know that I have exactly charge. There are two pressmen, both receiving the same pay. I have charge when Mr. Donaldson is not there.

Q. How many presses are run on the Record?—A. Four.

Q. How many feeders have you to each press?—A. Two.

Q. Where do you get additional pressmen and feeders so early in the morning when you find it necessary to put on more presses?—A. Right in the neighborhood.

Q. When additional pressmen and feeders are called in, do they get any more money per hour than do the regular pressmen and feeders?—A. I think the pressman get extra pay. They get 75 cents per hour. The feeders get the same as the regular feeders.

Q. When you have occasion to put on additional presses do you select them?—A. We do not have additional presses; we have four presses exclusively for that work.

Q. Do you put them to the service of the Record, no matter what work they may be engaged upon?—A. Yes, sir.

Q. Does not the removal of forms before they are finished cause considerable expense?—A. None at all.

Q. Does it not cost the office as much to put the form to press the second time as the first time?—A. Not on those presses.

Q. To whom do you report your work in the morning when you finish your work?—A. I make a written report to Mr. Donaldson.

Q. What kind of a report?—A. A printed blank, filled up, stating the time engaged, when I started, and when I stopped, what we have been working on, the number of impressions, the quality of paper, &c.

Q. Is there any work done in the morning with the Record?—A. Yes, sir.

Q. Suppose you have to wait for Record forms in the morning, how do you employ your time?—A. If there are any documents, speeches, bills, &c., on the press, we receive instructions from Mr. Donaldson to work on them.

Q. Has extra work always been done in the waiting-time?—A. Sometimes there is no hurried work.

Q. Did you execute any extra work in the mornings during the last session of the Forty-third Congress?—A. Yes, sir; we printed nearly all the bills, documents, &c.

Q. How much do the feeders receive a day?—A. \$1.50.

Q. When they work extra time is it charged up as so many days?—A. I think that is the way, but I do not know.

Q. Do you know how much per token is charged to the Record?—A. No, sir.

Q. Do you know how much is charged for other work?—A. I do not know.

Q. How many impressions per hour do your presses make?—A. Sixteen hundred to eighteen hundred.

Q. What particular kind of press do you work on?—A. The Hoe cylinder press.

Q. Did you ever work on that press in any other office?—A. Yes, sir.

Q. Were you allowed to run it at that speed?—A. Yes, sir.

Q. Have any of your presses ever broken down on the Record?—A. I do not know. On one or two occasions it blows its teeth out of the rack, but nothing to cause a stoppage or delay.

Q. How fast are the same presses run on other work during the day?—A. I cannot answer that question, but I should judge about one thousand to one thousand two hundred per hour.

Q. Who works on your presses during the day?—A. A man by the name of Brown and another man named Evans.

Q. Do they remove their forms at evening at quitting time?—A. Most generally this session they have.

Q. What is the daily edition of the Record?—A. Five thousand.

Q. How long has it been that number?—A. I think from about a month after it started.

Q. Do you remember what the number was last session?—A. I think 3,500; but I will not be positive.

Q. What number of extras do you run off, generally?—A. Some nights we have 150, or 12 copies, or whatever the number ordered.

Q. Do you have extras every morning?—A. No, sir; it is very seldom we do.

Q. If a Senator or Representative orders extras, do you work off all the form, or only so much as contains his remarks?—A. We work off all the form.

Q. How long have you been in the Government office?—A. I think between five and six years.

Q. How did you secure your position there?—A. By applying for a situation there through Mr. Ethel. I took the temporary place of a man who was sick, and he died, and I was appointed in his stead.

Q. Did you pay anything to secure your position?—A. No, sir.

Q. Did you ever receive more pay for regular work in a private office than you have received in the Government office?—A. By working more hours I have.

Q. In what office was that?—A. In an office in New York.

Q. At this stage of the session of Congress—the middle of April—how many persons are required in the press-room for Record work?—A. Two pressmen, eight feeders, two laborers, and an engineer.

Q. Do they all report to you?—A. Yes, sir; I see that they are there, and make out their time.

Q. Do they all report and quit at the same time?—A. Yes, sir.

Q. Who makes up and charges the cost of paper, press-work, &c., on the Record?—A. I do not know; a man by the name of Carr has charge of the paper.

Q. How do you ascertain the amount of paper you use each morning on the Record?—A. By counting it.

Q. Do you report the sum-total of paper used?—A. Yes, sir.

Q. Do you know, or did you ever know, that more was charged for press-work on the Record than on other work?—A. No, sir.

Q. Who has charge of paper for the Record?—A. Mr. Carr.

Q. Who notifies him each day of the quantity required for the Record?—A. I generally tell him what is needed.

Q. What is the weight of the paper on which the Record is printed?—A. Forty-five pounds.

Q. Do you consider it a good quality of paper?—A. Yes, sir; the best I ever used.

Q. Do you ever have any inferior paper?—A. Not on the Record.

Q. What per cent. is allowed for wastage?—A. I think about 2 or 3 per cent. would cover it.

Q. Does it ever exceed that amount?—A. No, sir.

Q. Do you ever spoil paper on the Record?—A. No, sir.

Q. Have you ever spoiled paper or any other work in the office?—A. Not to my recollection.

Q. If paper was spoiled, was it at the end of the month deducted from your wages?—A. No, sir; I never spoiled any paper.

Q. If paper is spoiled in the office, where is it put?—A. I do not know.

Q. Do you work the paper on the Record wet or dry?—A. Wet.

Q. Is all the 45-pound paper wet before it is put on the press?—A. Yes.

Q. What quality of ink do you use on the daily Record?—A. Very good quality of Johnson's ink.

Q. Is the same quality used on other work?—A. Yes.

Q. The same quality is used on the book-edition?—A. I think it is the same ink.

Q. Do you use the patent composition for your rollers, or the old style, glue and molasses?—A. We use the patent composition.

Q. How long will a set of patent rollers last on Record work?—A. A year or a year and a half.

Q. Have you had any conversation with any one in regard to the testimony heretofore given before this committee, or yet to be given, in regard to the cost of work done in your part of the Congressional Record office?—A. No, sir; I did not know I was coming here till this morning.

M. D. HELM sworn and examined.

By the CHAIRMAN:

Question. Are you connected with the Government office; and, if so, what position do you occupy?—Answer. I am foreman in charge of the Record composing-room.

Q. How long have you been in charge of the composing-room of the Record?—A. Since December, 1873, I think.

Q. Are you employed by the session of Congress or during the whole year?—A. During the whole year.

Q. For a short session of Congress, from December to March, how much time do you think is required to finish up in your department the work on the Record?—A. I should judge we would finish up the stereotyping in a month, and then comes the index. Last year it took a couple of months to get out the index.

Q. That would be about five months in the year when a short session is held?—A. Yes, sir.

Q. Do I understand that you are paid during the remainder of the year on the Record?—A. Yes, sir.

Q. How long after the adjournment of a long session does it require to finish the proceedings?—A. During the long session of the Forty-third Congress I was employed during the entire year.

Q. How long have you to wait for the index to the Record usually?—A. The first year, I cannot tell you how long we did wait. The index was not commenced until after the adjournment of Congress on the 20th of June, and I think we got the index in September.

Q. Are your proof-readers retained until the index is finished up?—A. No, sir, they are not.

Q. Can you tell why the Congressional Printer on page 35 of his last Annual Report, under date of October, 1874, charges \$162 to the Record, and why was \$150 charged in November?—A. I do not know anything about that.

Q. Is there any difference in your salary when you work on the work in the office?—A. No, sir.

Q. Do the proof-readers or the copy-holders make extra time on the Record?—A. They do not.

Q. Who makes out the pay-roll for the composing-room?—A. It is made under my directions. I may say I make it out myself.

Q. Who pays the men and how often are they paid?—A. They are paid now once a month by the paymaster, Mr. Lacombe. Mr. Harry Clapp paid a few months when Mr. Lacombe was sick.

Q. How long since Mr. Harry Clapp paid the men?—A. I cannot say. I think he paid them four or five times.

Q. Did I understand you to say that you had charge of the Record composing-room since its start?—A. Yes.

Q. Do you employ and discharge hands?—A. Yes.

Q. Did you have charge of fixing up the Record-room?—A. Yes.

Q. Do you have other hands to assist you?—A. One; Mr. Gattrell by name.

Q. How many stands have you in the composing-room of the Record?—A. I think I have now about seventy-odd—seventy-three or seventy-five.

Q. Were they purchased for that particular work?—A. Yes, I suppose so. I think there were one hundred purchased.

Q. Were they furnished by Bruce, Sons & Co.?—A. I cannot tell.

Q. How many pairs of cases have you?—A. I think I have something over two hundred.

Q. How many men can you work at any one time?—It is possible for me to work one hundred and fifty, but not advantageously.

Q. Do you recollect the greatest number of hands you ever had employed on the Record, including proof-readers, copy-holders, floor-hands, messengers, and laborers?—A. I do not like to make a positive assertion as to the exact number, but about ninety.

Q. How many have you employed at this time?—A. I employ forty-two men at the case. I think there are twenty-two besides, including myself.

Q. When Congress adjourns from Friday to Monday, as it sometimes does, do you continue your proof-readers at full price on the Record?—A. Yes, sir.

Q. About how many men do a copy-holder and proof-reader read for?—A. Each reader and copy-holder has to read one-third of the proof, or for about fourteen men.

Q. How many men have you engaged on the Record as proof-readers, copy-holders, and revisers?—A. Ten.

Q. Do you make any allowance for the use of gas when doing other work than the Record?—A. No, sir.

Q. Are the men required to work on document-work, or do they use their own judgment in the matter?—A. They use their own judgment.

Q. When the Record is off the presses, how long do you allow it to stand till it goes to the stereotype-foundry?—A. It varies. I generally keep it about a week behind.

Q. Do you have any corrections to make after the plates have passed the stereotype-room?—A. I have had a very few.

Q. How often do they occur?—A. I do not suppose the changes amount to but very little in dollars and cents.

Q. Is the proper charge made in your room and in the stereotype-room, for those alterations?—A. About the stereotype-room, I do not know. In my room I do not keep an itemized account of it. It is charged to the Record, however.

Q. What number of ems, brevier and nonpareil, do you estimate a good compositor will set per hour, including putting type in his case, and properly correcting his proofs?—A. An average compositor will set less than one thousand ems on the Record, per hour, including his distribution.

Q. What number of ems in private establishments, say in Baltimore or New York, are men expected to get up in ten hours, solid work like the Record?—A. I do not know. I cannot say.

Q. Have you a horse and buggy, or wagon, and messengers, on account of the Record, to send out for copy and proofs?—A. Yes, sir.

Q. I notice that the Daily Record is made up in forms of 8 pages each, and sometimes of 4 pages; why is this?—A. It is made up to suit the size of the paper.

Q. Do you find it less expensive to make it in that way than to make it in forms of 16 pages?—A. There has to be some uniformity. I cannot work above 8 pages on a press at a time. The press-work is the same as if worked sheet-wise.

Q. Why is the book edition made up in forms of 16 pages?—A. Because I have the full 15 pages at one time. In the daily edition I should have to wait till I got in 16

pages before I could start a press. Now I can send it to press whenever I get 8 pages. There is no saving except in the folding, and I do not think it amounts to cents there. The press-work is exactly the same.

Q. Do you keep account of everything purchased for the Record-room?—A. I do not, but it is kept.

Q. Who keeps the account?—A. Originally, Mr. Larcombe, the disbursing-clerk. The original account is kept by him. If I need anything for the Record I make a requisition on Captain Brian, and he makes a requisition on the Congressional Printer, and every requisition is marked for the Record; everything I buy.

Q. Are you ever called upon by Senators or members of the House to set up their speeches in advance?—A. Yes.

Q. When delivered are there not frequently expensive alterations made, such as cutting out, altering, and changing?—A. Yes, sir. Many times the entire speech is cut away.

Q. Are not some of the speeches which are set up in advance abandoned entirely by their authors, or so changed that they have to be reset?—A. There are isolated cases.

Q. Is such work charged against the Record?—A. Yes, sir, it is. We charge just the same as any other composition. It goes on the compositor's bill. The man is paid for setting it, and his bill is charged against the Record.

Q. Do you know the price charged per thousand copies for speeches of various lengths, such as 8, 12, 24 pages?—A. Not positively. It is something that I have nothing to do with. Mr. Collins makes the charge.

Q. What charges do you make in your room for making up speeches?—A. I cannot answer that exactly; as near the exact time as possible that it requires.

Q. Do you know whether any more or less is charged for speeches for this session than was charged last session?—A. I do not know how it is. I know that the charges are made differently.

Q. Do you think the charges aggregate less this session than last?—A. I cannot say. It is something that I have had very little to do with.

Q. On page 23 of Donnan's Report, you stated, in answer to a question put by Mr. Waddell, that a page of the Record contained 6,400 brevier ems, or about 10,000 nonpareil ems; was this estimate correct?—A. To the best of my knowledge.

Q. About what proportion is there of every sort of type on a page during the session of Congress? And state how you arrive at the amount of brevier and nonpareil ems respectively on a page.—A. The first clause of the question cannot be answered. I can take the end of the session and count up how many nonpareil and brevier ems are in it; that is the only way. The second clause, how do I arrive at the amount—by measurement.

Q. What is the cost of composition, including making-up, proof-reading, &c., and what is the cost of every item in detail?—A. That can only be averaged at the end of the session. I think it will average about a dollar a thousand ems. The composition costs 60 cents per thousand, and the rest covers the making-up, proof-reading, &c.

Q. What do you allow for proof-reading?—A. I never made an estimate.

Q. Are you confident that since the commencement of the Record it has not cost over \$1 per thousand for any month you know of?—A. I should not like to answer positively. As a matter of opinion, based upon frequent actual calculations, from the time that I commenced up to the present time, it has not averaged more than \$1.

Q. Did you ever measure up for any month; and, if so, for what month, and what did you make the cost per thousand ems?—A. I did, frequently, but I have forgotten the months. I think I made it for the committee of last Congress.

Q. In your testimony you stated that the 32-page Record will average 260,000. Will you state to this committee when in the Record you made this calculation?—A. I should judge that it was about the first month of the Record, though I do not know positively.

Q. How much type is there used for the Record? State the quantity and kind.—A. I do not know exactly. I suppose that the font now is about 25,000 pounds.

Q. No more than that?—A. To the best of my knowledge and belief about 25,000.

Q. Is there no more type in the Record office than has been reported in the Congressional Printer's report to Congress?—A. No, sir; as a matter of fact I think there is, if anything, less.

Q. How many forms have you had in type at any one time before it has been stereotyped?—A. I cannot tell.

Q. Have or have there not been large amounts of sorts purchased that do not appear in the report of the Congressional Printer stating the cost of the Congressional Record?—A. There has been no large amount of sorts purchased. There have been some purchased, and to the best of my knowledge and belief they have been charged against the Record on the proper books. The majority of the additional sorts that have been purchased for the Record have been purchased since the last report of the Congressional Printer has been made.

Q. You have stated that the corrections are many, and the alterations many and

expensive for the Record; this being the case, what do you calculate as a proper per cent. for such corrections and alterations?—A. I have never made such calculations.

Q. Does the Record require more corrections than any other work you have?—A. Yes, sir.

Q. Have there been any errors made since the publication of the Record that required resetting and printing? If so, state the cases, or some of them. I refer to the bound edition.—A. To my knowledge there has never been an error that required any resetting.

Q. Do you remember the case of Senator Stevenson, where it was printed "House of Representatives" instead of the "Senate"?—A. Yes, sir; I remember the instance. It was a speech which appeared in the Appendix. The head read that the speech was delivered in the House instead of the Senate.

Q. Were the books bound before that?—A. Yes, sir.

Q. How was the correction made?—A. I corrected the plate, inserted the proper line, and printed off the required number of those pages. I gave it to the foreman in charge of the folding-room and he sent his girls up to the Capitol with it. They tore out the leaf and pasted the other one in.

Q. Where does the paper used, and the charge for that correction, appear against the Record?—A. I do not suppose there is a specific charge anywhere. It was before the accounts were kept separate.

Q. Did you make the statement or furnish the data on which the statement was made which appears on page 62 of the Donnan Report?—A. I suppose I furnished a part of it.

The CHAIRMAN. Will you please state the total number of items, that is to say, the number of brevier and nonpareil ems put in type during the month of February, as set forth in the Report on page 62. Please to make this estimate and bring it to the committee to-morrow.

Q. On page 56 of the Donnan Report you state that you kept certain books in which were to be found the accounts of the Record; do you still keep those books?—A. Yes, sir.

Q. Do you use blank-books, pens, paper, brooms, shooting-sticks, mallets, proof-paper, and proof-presses in the Record-room?—A. Yes, sir.

Q. Where are such things charged in the Congressional Printer's report as against the Record?—A. I think the miscellaneous items will cover most of them.

Q. Do the miscellaneous items cover the item of proof-paper?—A. No, sir.

Q. Where does it appear in that report?—A. The proof-paper proper I draw from the press-room, and it is properly included in the other paper. That yellow printing-paper [referring to report of 1874] is what I take my duplicates on. Since that time I have only purchased about one and a half reams of paper, and I have purchased that within the last three weeks.

Q. On page 61 of the Donnan report, Mr. Clapp enumerated the various articles purchased for the use of the Congressional Record, amounting in all to \$14,998.30. Have other articles been purchased since that time, such as type, quoins, leads, rollers, sorts, &c.; and, if so, do they appear in a subsequent report?—A. There have been other items purchased, some of which are included in subsequent reports.

Q. Do you make full reports of all the expenses on account of the Record in your department to the clerk who has charge of the Record accounts?—A. I do not make any official reports. Everything that is done in my room which should be charged to the Record is properly noted on my books, and he has access to my books.

Q. Does he make up his books from your books, so far as relates to the composing-room?—A. Yes, sir; Mr. Collins and I consulted together about the best plan of doing this thing. We have tried to do the thing as well and as just as we could. When he comes to make up his books, I think that he takes the names on my books as his official data.

Q. Have you had any conversation with any one in regard to the work done in your office for the Record, and any conversation touching the testimony on that point before this committee, or to be given before this committee? and, if so, state with whom, and where the conversation was.—A. I have had general conversations with Mr. Clapp, and all others. I never told anybody what I would testify to, nor did anybody ever ask me. The only conversation was, when I was asked for data to furnish information to the committee.

APRIL 12, 1876.

Mr. Helm appeared before the committee, and the question was propounded to him, which he failed to answer yesterday.

Q. Will you please state the total number of ems; that is to say, the number of brevier and nonpareil ems, put in type during the month of February, as stated in that report, (the Donnan report,) on page 62?—A. It would be impossible for me to answer the question. At this length of time, it would be impossible to make the calculation.

COMMITTEE ON PRINTING, April 11, 1876.

J. C. PARKER recalled.

By the CHAIRMAN :

Question. Have you ascertained whether you had for sale the Records for the special session of 1873?—Answer. We did have them for sale.

Q. From whom did you get them?—A. That I am unable to tell.

Q. Have you had any conversation with any one connected with the Government Printing-Office, or Government bindery, since you were on the stand before this committee?—A. No one, except Mr. Harry Clapp.

Q. What conversation had you with him in regard to it?—A. The conversation was relative to some money I paid him.

Q. Have you had any conversation with Mr. Roberts?—A. I do not think I have; in fact I am positive about it.

Q. Did not Mr. Roberts come into your store after you had been on the stand before this committee, and take you to one side and ask you in regard to the questions which you had been asked before this committee?—A. No, sir; he may have been in the store, but he did not take me aside.

Q. Did or did not Mr. Roberts have a conversation with you in reference to the testimony you had given before this committee, and during the progress of that conversation did he say to you, "Did you testify in regard to that matter?" and, if so, state what answer you made, and what "that matter" referred to.—A. I positively have no knowledge of it. Mr. Roberts was in my store, but whether that was prior to the time I was on the stand, I am not able to answer. I am under the impression, since this matter has been brought to my mind, that he was in there. If Mr. Roberts came to my store and asked me anything, I told him I was not prepared to answer; but I do not know what questions he asked me, or what "that matter" alludes to. I am as much in the dark as you are. There is nothing which I have been asked before this committee but I am ready to answer to the best of my knowledge. You have all the knowledge of all the transactions I have had with the Government Printing-Office, or any one connected with it.

By Mr. SINGLETON :

Q. You say that during the extra session, March, 1873, you had the Congressional Record in your store for sale?—A. Yes, sir. We had some copies there for sale; how many I cannot tell.

Q. About how many?—A. Not over five copies, because it was an unimportant session, and no one cared much for it.

Q. Where did you get them from?—A. That I am unable to answer.

Q. Where could you have got them from except from the Congressional Printing-Office?—A. I do not know of any place.

Q. Have you ever been in the habit of getting Congressional Records from any other place?—A. Except I got some from members of Congress.

Q. Do you know that you ever got any from members of Congress?—A. Yes, sir.

Q. How many copies have you got from members of Congress?—A. I have got back numbers when I wanted them.

Q. Did you get Congressional Records from any member of Congress for that special session?—A. Not to my knowledge.

Q. Don't you know that you did not get those Congressional Records from any other place than the Government Printing-Office?—A. I do not know where I got them. I may have got them from some other dealer.

Q. Give us your best opinion.—A. My best opinion is they came from the Congressional Printing-Office, but I will not say positively.

Q. Do I understand you to say that you did or did not have a conversation with Mr. Roberts after your examination took place?—A. I will not say that I did not.

Q. Don't you know that you did?—A. I do not recollect.

Q. Don't you know that Mr. Roberts came to your store and took you to one side?—A. No, sir.

Q. Don't you know that he did not?—A. No, sir, I do not know.

Q. You do not recollect whether he was at your office or not?—A. I stated that it was my impression he was.

Q. How many times has Mr. Roberts been in there since this examination took place?—A. That I cannot answer.

Q. Does he come frequently?—A. Sometimes every week, and sometimes not for a month.

Q. Do you deny having a conversation with him on the evening, or two or three evenings, after your testimony was given here, on the subject of that testimony?—A. I do not.

Q. Do you not, on reflection, recollect that you had a conversation with him between the first time and the second time that you appeared here as a witness?—A. I am under the impression I did.

Q. What was the subject of that conversation?—A. I do not recollect.

Q. Did you refer to your testimony given here?—A. I may have done so, but I cannot say.

Q. Has it been so long that you have forgotten entirely everything which occurred before you?—A. I do not recollect that.

Q. State any and all transactions you ever had with Mr. Roberts, or the Government Printing-Office, other than you have already stated—A. There is none.

THOMAS B. PENICKS sworn and examined.

By the CHAIRMAN :

Question. Are you employed at the Government office ; and, if so, in what capacity?—Answer. Superintendent of the folding-room.

Q. How long have you been engaged there?—A. I have been in the office since 1863. I was under Mr. Defrees as superintendent for two years and under Mr. Clapp as superintendent ever since he came in.

Q. What are the duties devolving on you as superintendent?—A. My business is to look after the work generally and see that everything attendant on that work is done properly. The Congressional Printer holds me responsible for the work in that department. That is the general duty ; and seeing that everything is conducted properly. I receive work from the press-room, and it goes to the drying-room and it is dried there, and from there it goes to the cutters, where it is cut. It is then laid on trucks and goes up on the elevators to the folding-room, and it is distributed to the folders ; then there are girls who examine the work to see that the work is done correctly ; then, between 3 and 4 o'clock, the work is charged. A man goes around and sees the list, and commences at whatever the first name is, so many sheets ; and then the account is added up and hung on a post, where it can be seen ; and that work is entered on the book daily, and at the end of the month is added up and set opposite the names and turned over to the paymaster of the office. I have two hundred girls in the folding-room, and about thirty of them I suppose are day-hands and about one hundred and seventy piece-hands.

Q. Is the folding, stitching, trimming, and mailing of the Congressional Record done in your department?—A. It is.

Q. Do you go to the office early in the morning to see after the Record?—A. I do not now. I do in the beginning of the session, until I get the parties initiated into the work. I generally go down until I can trust them, and then I do not go.

Q. How many hands do you generally employ on the Record?—A. Sixteen girls, day-hands, two laborers, and one book-binder. These are the hands that go on at 3 o'clock in the morning.

Q. In that estimate have you included the hands who do the stitching on machines for the record?—A. Yes, sir.

Q. Have you included the hands in the mailing department?—A. Those in the morning do all the mailing, with the exception of one girl, whose business is to collect the wrappings. That would make seventeen girls altogether ; and I have a man whose duty it is to receive the orders from the printing-office, through me, and enter them on the book, and receive all orders. That is in connection with other work he does. It takes about one-half a day to do that work.

Q. Have you included in that number the driver or drivers of the wagon and the man who delivers the mails at the various depots?—A. We do not deliver the mails throughout the city, but simply at the post-office. I have not included the drivers of the wagon. Two men do that, but they do not receive any money for that work at all ; they never did. They get paid every day. If there are thirty days in the month, they get paid for thirty days ; and that is to include the entire work.

Q. Where are they mustered, on the Record rolls?—A. No, sir ; on the regular office rolls. No charge appears against the Record for their labor.

Q. How many are engaged in the mailing department?—A. That depends on circumstances. Sometimes if the work is behindhand we put on three or four girls, and sometimes two may do it.

Q. Are they included and charged in the Record rolls?—A. Yes, sir ; every one of them.

Q. As a general thing are the Records ready for the earliest morning trains leaving for the north, south, east, and west?—A. They are, except when there is a protracted night session. Sometimes it is the fault of members who keep their speeches to revise.

Q. What time does the pay of the Record hands commence?—A. We give them a day's pay. They have got to be there at three o'clock in the morning, and have got to remain till the Record is completed, and it is completed generally by eight, and they get a day's pay. They are there from three sometimes till ten before they get away.

Q. Do they finish the work before leaving the office?—A. They do, sir; every bit of it.

Q. Is there at any time any work left over?—A. No, sir; none of that work is left over. Sometimes, if there is extra work, or if, by mistake, one of the forms should be short, there may be some copies over to finish up. It sometimes amounts to 50 copies. Then sometimes in the morning, if the Record is large and it is late getting out, I very frequently put my hands on the work, and they get so much per hundred for folding sheets—six cents per hundred. That is entered on the Record rolls. I keep a separate account of that.

Q. In making up the cost of the daily Record, is the amount paid piece-hands included in the sum total with the amount paid the day-hands?—A. It is on the same roll. I have two rolls—one called the Record roll and one the general roll—and I have two separate accounts, though all the piece-hands are turned in with the day-hands on their roll.

Q. Can you tell by referring to those books how much Miss A or Miss B, as a piece-hand, obtained for the month of March last?—A. Yes, sir; I can do that.

Q. Can you tell how much Miss A or Miss B received as a morning-hand?—A. I can, from my books.

Q. Do you make out the pay-roll every month for hands in your department?—A. Partly. A man assists me in counting up; but I make out the Record hands' account.

Q. Do you ever have any deduction to make on account of bad folding and wastage?—A. No, sir; we do not have anything like that. In the morning, if there is any bad work, the parties have to do it over again.

Q. Occasionally some of your hands are absent; is the time that they are absent always deducted from their wages?—A. Every hour.

Q. When the book-edition is ready for your department, do you put it through in the same way as the daily?—A. Not exactly; I divide off a certain number of hands to do this work, and put an examiner on it, and have a separate pay-roll and a separate account for that.

Q. Is there anything else done in your department but folding?—A. Folding, stitching, gathering—all the work that is generally prepared in my room—plate-work, and everything like that.

Q. Do you keep the subscription-books of the Record?—A. I have a man to keep them—that man I spoke about as being engaged for half a day.

Q. How many did you mail the last session of Congress?—A. I think there were in the neighborhood of 3,000 copies printed; and I think that the whole number of mailing-subscribers, private and congressional, was in the neighborhood of 2,700.

Q. Do your books show the number of subscribers?—A. Yes; every man's name.

Q. Can you furnish the committee with the number of subscribers for the last session of the Forty-third Congress?—A. Yes, sir; I suppose I can.

Q. Do you furnish the book-keeper of the Record the account of the expenses incurred in your office on account of the Record?—A. I furnish it to the paymaster. I furnish him the rolls, and I presume every week he takes the rolls and takes the account from them.

Q. Do you furnish the book-keeper, Mr. Clapp, with an account of the materials expended in your office in the production of the Congressional Record?—A. There is no material to speak of used in my room on the Record, nothing but thread, needles, and wax, which are trifling, but still I have always given him an account.

Q. Do you use wire?—A. We do this session; this is the first time we have had it, and we find it very good.

Q. Do you use gas?—A. Yes, sir; from three till daylight.

Q. Do you make out an estimate of the cost of the gas?—A. No, sir; there is a meter, and somebody does it. I do not.

Q. Is a separate account of the gas used for the Record kept?—A. I cannot tell; that I do not know.

Q. How do you arrive at the cost of the thread and twine, and paste or flour, and the other articles used in the folding-room in the production of the Record?—A. About the only thing which is of any consequence is thread. We take a pound of thread and sew so many books, and after they are stitched we make a calculation of it.

Q. Do you not make an account of that item as it is used?—A. No, sir; we do not do that.

Q. Will you examine Mr. Clapp's last report and tell me how much thread you used in producing the daily edition of the Record?—A. There are two items of twine. I do not know which is intended for the daily Record, but I presume the smallest is. There is 275 pounds, at \$1.15 a pound, and 14 pounds, at \$1.35 a pound. Of course I do not know which is for the daily Record.

Q. Do your books show the amount of thread used?—A. No, sir; they will not.

Q. Did you furnish to Mr. Collins a statement, to enter in his books, of the cost of the Record, so far as your department is concerned?—A. No, sir.

Q. That being the case, how is it possible for Mr. Collins, as the book-keeper in

charge of the Record, to make a correct account of the expenses of the Record?—A. I give him thread, and, in regard to labor, of course he takes the pay-roll and gets the labor and cost of the Record.

Q. Do you keep separate accounts of all the work that goes through your office, to enable the book-keeper in the office to make correct charges for folding, stitching, & c.?—A. We enter all the extra prices on the jackets. We have a schedule of prices for everything; the printing is so much a token, and that token is supposed to cover, and does cover, the folding and stitching and gathering of the work and the waste of thread, and if it is any work which is required by law to be kept a separate account of, we do so.

Q. Do I understand you to say that a jacket accompanies every job?—A. Yes, sir.

Q. What have you to do with the jacket?—A. The jacket shows on the outside the number of copies, the date of its receipt, and on the inside the requisition of the Department, giving some explanation of the work, how it is to be done, and if there is any extra work above the cost of the folding, we enter it on the jacket. Then the person who delivers the work turns the jacket into the office with a copy of it, and I presume the book-keeper charges it up.

Q. Do you enter on the jacket the total cost of the work in your department?—A. If it requires it, I do; that is to say, if there is plate-work, or if it is plate-work that requires extra work, such as is not covered by the usual cost of the office for the press-work, it is entered on the jacket.

Adjourned.

COMMITTEE ON PRINTING, April 12, 1876.

WILLIAM B. BURGER sworn and examined.

By the CHAIRMAN :

Question. Are you employed in the Government bindery?—Answer. I am.

Q. What duties do you perform?—A. Cutting leather.

Q. Did you keep a correct account of all leather used and cut for binding the Congressional Record of last session, Forty-third Congress?—A. I did.

Q. Have you the statement with you?—A. Yes.

Q. Please explain the statement, and tell me how many half-skins were used.—A. Five thousand nine hundred and twenty-seven feet of half-skins.

Q. Does this paper, which you hand me, contain an account of all the cowhide Russia leather used in binding the Congressional Record for the second session, Forty-third Congress?—A. It does.

The CHAIRMAN. The account presented by Mr. Burger is herewith filed, marked "Exhibit C C."

J. H. ROBERTS sworn and examined.

By the CHAIRMAN :

Question. How long have you been connected with the Government bindery?—Answer. I think I went there the last week in 1861.

Q. Are you a practical binder?—A. I am. I served a regular apprenticeship.

Q. How long have you been foreman of the bindery?—A. I was foreman for about one month under Mr. Wendell; and when Mr. Clapp came there I was appointed temporary foreman, and in a little while I was appointed foreman.

Q. Do you make all purchases of binding-materials?—A. I make the orders for them on the Congressional Printer.

Q. Who makes the purchases?—A. Those orders are sent directly to New York to the firm of John Campbell & Co.; and, I suppose, technically speaking, the Congressional Printer makes the purchases. The law requires me to order them from the Congressional Printer.

Q. Has the Congressional Printer acted under your advice in making purchases of binding-materials?—A. Not at first; but lately he has.

Q. Who made the original purchases from Campbell & Armstrong?—A. Mr. Clapp gave the order to purchase from Campbell & Armstrong. I gave the official order on Mr. Clapp as usual, and he directed where it should go.

Q. About what amount of binding-materials do you purchase per year?—A. I cannot answer that.

Q. Does it reach about \$175,000 a year?—A. In that neighborhood.

Q. Have you made efforts to purchase those materials by inquiry of and correspond-

ence with manufacturers, so as to get the bottom prices?—A. I have never made much effort on that score. I am constantly drummed on the subject, and persons are coming making offers; and on one occasion a man made such offers that I was induced to advise that he have an order; but the orders did not come in in the same manner as they were given. Mr. Clapp told me once, when I was in New York, to examine and see whether I could get the goods cheaper, and there was only one place where a list of prices was given to me. I went around to three or four places.

Q. Have you made any efforts to ascertain whether or not you could have purchased the great bulk of the material you use in your office from the manufacturers?—A. No, sir.

Q. Do you know that Messrs. Campbell & Armstrong, and their successors, J. Campbell & Co., have made a profit, and a large profit, on the manufacturers' prices for the material furnished to you?—A. No, sir; I do not.

Q. Have you taken any means to ascertain whether they have made such large profits?—A. No, sir, I have not; but I have tried to ascertain that I was not paying high prices; but as to their profits, I do not know. I have stated to them frequently, "If you charge too high a price, you will lose the trade."

Q. Taking into consideration the fact that your purchase of material amounted to such a large sum, would you not have found it advantageous, in the interest of the Government, to have taken steps to make your purchases directly from the manufacturers of the various articles used in such quantities?—A. If I had thought I was paying too much, I suppose it would be. The only articles I could buy that way would be sheep-skin and calf-skin.

Q. How in regard to gold-leaf?—A. I have always understood that we would have to pay as much for gold-leaf.

Q. Did you ever make inquiries personally or by letter from the manufacturer or manufacturers of gold-leaf?—A. No, sir.

Q. Are the materials you have received, and that you use, all first class?—A. They are intended to be; and, so far as my knowledge goes, they are.

Q. Have you had no complaints from your workmen of bad material?—A. There might be a little article complained of that I would rectify.

Q. In regard to leather, particularly?—A. If so, I cannot call it to mind. I have had such things, and rectified them immediately. I do not use poor articles. My theory is to get somebody you can depend upon and who will not send a bad article.

Q. After material has been purchased and shipped to the Government office, where is it received and stored?—A. In a room on the ground floor.

Q. Who keeps that room?—A. A young man named Hall.

Q. How do you get the materials out of the ware-room into the bindery?—A. There is a requisition served upon him in most cases.

Q. Does he keep a set of books showing what is issued to you?—A. I do not know that he does. He may.

Q. Do you keep books showing what you receive from there?—A. No, sir; they are only kept in the office. There is a book with him which tells what I receive, but not a set of books. Every shipment is set down and brought to me, and I see if it agrees with the invoice.

Q. How do you take up and account for the binding materials you get from the ware-room?—A. I do not account for them in any other way than when the books are bound; then I take an estimate of what has been done on them.

Q. Do you keep a book or books showing the amount of material used on any particular class of work in your office?—A. No, sir.

Q. Is it the intention to get at and give the cost of material and labor in making charges for binding?—A. Yes; as closely as possible.

Q. Are your books so kept and arranged as that this will be shown?—A. No, sir; I take my assistant. He judges how much was done a day—how much labor, board, &c.—I take and charge up on that basis.

Q. Is it possible for you to give a correct statement of the cost of the various articles of work executed in your office?—A. It is a correct statement, except the job-work. The job-work there I would not pretend to give a correct statement of.

Q. Do your books contain an account of all matters pertaining to the public binding so far as it relates to the labor and materials used in your department?—A. I do not keep any books.

Q. Is it possible for you then to give an itemized account of material used and labor expended on any particular work executed in your office?—A. I think I could do it; not to an absolute certainty, but so closely as to be satisfactory to anybody.

Q. Do the heads of the different branches of your department keep books of account showing how much material is used?—A. No, sir.

Q. They make estimates to you of what has been used?—A. The leather-man does. The other estimates can be made up by due calculation of my own.

Q. Suppose that material is destroyed in the making of those books in your depart-

ment, how is it accounted for?—A. I try to have the price made to cover such accidents. It is not accounted for, further than the man who makes it has to pay for it.

Q. If fifty skins are destroyed, how do you account for the material so destroyed?—A. If there were fifty destroyed, I should not account for it in any way further than to say that it was destroyed.

Q. Where does an account of that appear?—A. It would not appear anywhere. If it were destroyed by my fault I should try to make it good; if by anybody else, I would try to make him make it good.

Q. If you make a requisition on the ware-room for so much material, and a certain part of it is destroyed, how is the part accounted for which has been destroyed?—A. There is no account of it, further than that much has been destroyed.

Q. How is the part that is destroyed taken up on the books?—A. It is not taken up at all. It is destroyed, and that is all.

Q. Where does the charge appear?—A. It would not appear at all.

Q. This material, which has been destroyed, not appearing, how is it possible to make the books balance; that is to say, how is it possible to account for so much material used in producing so many books when a greater amount has been used?—A. It would not be a loss to the establishment, and it would not appear on the books.

Q. How will you make the account of material balance, this statement being true?—A. It could not be made to balance in that case.

Q. How is waste gathered, weighed, and accounted for?—A. The shavings that are cut off the books are sent down to the fire-proof room on the same floor, and are weighed there by the men employed for that purpose—that is, the white shavings. The other materials are sent down at different times, to keep them from being mixed, and are weighed and tagged properly.

Q. Who keeps the account of that waste?—A. The man who weighs it. He hands it to me, and I hand it to Mr. Larcombe.

Q. Do you keep a book in your office showing the accumulation of waste as reported to you by the man who weighs it?—A. No, sir; I have a printed blank, and every week when a shipment is made, that man's account is brought up to me. Then I take it and write on the blank so many pounds of the different classes, and send it down to Mr. Larcombe, and he charges it on his book. There is where the book is kept.

Q. How is the cost of waste gold kept?—A. There is never any gold-waste sold. The men have what has come off the rubbers themselves. That is customary.

Q. Do you allow the men to take the waste gold accumulated?—A. They rub it off the books. It is customary everywhere, I believe.

Q. What does it amount to per man per month?—A. I have not the slightest idea.

Q. Have you never taken means to ascertain what the waste amounts to?—A. No, sir; it is never considered the business of the office.

Q. Do you know whether or not your workmen realize large sums, comparatively, from the sale of gold-leaf?—A. I do not know.

Q. Do you know whether two sheets of gold-leaf have been put on various books in your office when one sheet would answer the purpose?—A. I do not think so.

Q. If such had been done would it not have increased the amount of waste?—A. Yes; and the amount of gold used; but in some cases it was laid on twice for extra fine work.

Q. Do you consider that you have discharged your duty as an officer of the Government by permitting those workmen to take the waste of gold?—A. Yes, sir; I do not see that I have done anything wrong. It is customary.

Q. Who stamps the cases?—A. Mr. Scott.

Q. Have you ever ordered Mr. Scott to stamp a large number of cases, and after he had executed the work you found it was not right?—A. That may have been done; some wrong date or something.

Q. What was done then with the work?—A. It was not wasted. The figures were changed.

Q. Was an account kept of his time and the pay deducted from that?—A. I cannot answer. I presume it was.

Q. Have you ever made an order for the stamping of three thousand cases, and when it was done forty or fifty were found to be over?—A. That might be done; I do not recollect; but if that was the case, the men who made the case, and who had the order in front of them, made them without my order or my consent.

Q. What was done with the extra ones?—A. The extra ones are cut up and sold for waste.

Q. Where would an account appear of that waste accumulated in that way?—A. It would not appear.

Q. How many over or extra did you have of a recent volume of the Secretary of the Interior's report?—A. I will answer that to-morrow.

Q. After blank-books are bound, have you ever discovered errors that required corrections?—A. Yes, sir; very seldom, but sometimes.

Q. Do you charge up in the cost of those blank-books the making of those correc-

tions?—A. I have when I thought it was advisable to do so, from the carelessness of the men.

Q. Charged up against the book?—A. No, sir; the charge against the book would be its actual cost.

Q. Did you, or not, have whole orders of blank-books sent back to you because they were made wrong?—A. They may have been. It does not occur to me, but I think very possibly they may have been.

Q. If this be so, how have you made the corrections, and where do they appear on the books?—A. If there was a correction, that was the office's fault; it would not appear at all. It would be charged in again.

Q. Is there any book in the office of the Government Printer, or in your department, which shows charges for corrections, or for the substitute of good work for bad work, which has been sent out?—A. There is no book which shows it.

Q. Do you recall an instance where 3,000 books were sent to New York, and 2,900, or about that number, returned?—A. I do not. There may have been such a thing done.

Q. Did you, or not, have returned to your room, and stored in one corner in one side of your bindery, about 2,900 books which had been returned from New York or some other place, and were they not, after remaining there a considerable time, thrown into and sold as waste?—A. I do not think so, but I cannot answer positively.

Q. Have you ever done any work for outside parties in the Government bindery?—A. Yes, sir.

Q. For whom have you done outside work?—A. For various parties. If there has been any work of that kind done it has been paid for. If it has not been paid for, it must be of the most trifling nature.

Q. Have you done outside binding lately?—A. No, sir; not for any one, except members of Congress.

Q. Have you done any binding for employes of Congress or for other parties in Washington City?—A. Not lately; not any without paying for it.

Q. Prior to a year ago were you in the habit of doing work for outside parties who asked you?—A. No, sir; I might do it for somebody around the Capitol.

Q. Have you executed any private binding for the heads of Bureaus?—A. No, sir.

Q. Have you ever given the order yourself, and done binding for any outside parties in your office?—A. No, sir; I do not recollect any such thing.

Q. Have you ever done binding there for employes in your office?—A. Once in a while I have done a book or allowed him to do a book.

Q. Do you know whether this work was paid for?—A. Where I gave permission for it it was not.

Q. Do you recollect doing work for a man named E. Campbell?—A. No, sir.

Q. Have you ever done binding for stationers and others here in Washington?—A. No, sir.

Q. Have you ever furnished binding materials or implements or tools to outside parties?—A. I have in some instances loaned binding materials; never implements or tools.

Q. Have those binding materials been returned to you?—A. I am sorry to say they have not, but I have given orders that it be done at once. I loaned them to accommodate Mr. Nalley.

Q. Did you let a Mr. Dease have binding materials at any time?—A. I think I loaned Mr. Dease two skins of Turkey.

Q. Did you ever sell him \$300 worth of binding materials?—A. No, sir.

Q. Did he ever get more than you enumerated from the Government bindery?—A. Not to my knowledge.

Q. Did you ever let Perkins & Co. have any binding materials from your office?—A. No, sir; none whatever.

Q. Did you let them have a ruling-machine or other implement from your office?—A. No, sir; I knew nothing about that firm until I was told that my men were carrying on business there, and I said, "You have got to leave my place or quit your business."

Q. Were those men carrying on business with materials from your office?—A. No, sir; by no manner of means.

Q. Can you state whether a ruling-machine was in the bindery of Perkins & Co. which came from your office?—A. I cannot say. I will answer to-morrow.

Q. Have you ever had any transactions with Mr. Nalley, a book-binder?—A. Only what I have told you.

Q. Did you ever send to Mr. Nalley library-books and materials?—A. No, sir.

Q. Were such sent from your office?—A. Never to my knowledge.

Q. Would you know of it if there had been?—A. I should be very apt to.

Q. Did you ever sell materials to a gentleman named Harrison?—A. I do not know of it.

Q. Have you charge of the waste of all the office?—A. Yes, sir.

Q. Can you furnish the committee, from books or data you keep, the total amount of waste accumulated during the past year?—A. No, sir.

By Mr. BALLOU :

Q. Does your waste-man weigh it?—A. Yes, sir.

Q. Could the waste-man under you give the amount that is sent off?—A. I will try to get that.

By the CHAIRMAN :

Q. Do you know anything in regard to political assessments having been made on men in your office?—A. There may have been something of that kind some time ago.

Q. Did you permit money to be collected from men in your office for political purposes, and did you take any part in this matter yourself in times past?—A. I do not think I did myself. If it was done I permitted it.

Q. Have men in your office been required, either with or without your consent, to pay money to retain their places?—A. Never, in any way, to my knowledge.

Q. Do you know whether men have been asked for money to get places there, or to retain places after getting them?—A. If that thing has been done I do not know it.

Q. Have you had conversations with witnesses who have appeared on the stand during this investigation?—A. I have with one or two, but to a very trifling extent.

Q. Have you had conversations with Parker?—A. The first night after he was up here I went and spoke to him in a pleasant manner.

Q. Did you have any conversation with him on the night of the second day of his presence on the witness-stand?—A. I do not think I have seen him since that time to speak of.

Q. What conversation took place between you and Mr. Parker at the time you last saw him?—A. It was a mass of pleasantries; nothing more. I think I said to Mr. Parker, (though I don't know why,) "Tell all you know." I think I said that.

Q. Did you ask him, at any conversation that you had with him, whether or not he had testified in regard to a certain matter, and he responded, "No; they didn't ask me about it?"—A. I do not think so.

Q. Do you know it?—A. I do not know it. If I did, it was a joke.

Q. Is the general management of the binding of the Record in your department the same as the other work?—A. We keep a separate account of it.

Q. Are binding articles for the Record purchased specially for it, or drawn from the general stock in the bindery?—A. Drawn from the general stock in the bindery.

Q. How does it happen that the very lowest prices are charged for materials furnished for and used in the production of the Record?—A. They are not any lower than any used in any other work. There is no less price on the Record for anything except pasteboards.

Q. Do you purchase any articles specially for use on the Record?—A. No further than in the manner I mention.

Q. Who furnishes materials for the use of the Record?—A. Campbell & Co., New York.

Q. Who furnishes binder's boards, thread, marble-paper, cowhide, Russia, twine, &c.?—A. J. Campbell & Co.

Q. Are the prices correctly stated in the last annual report of the Congressional Printer?—A. They are taken right from the books of the office; they must be correct.

Q. Have you included in the cost of binding the 75,100 copies of the Record on page 60 of the twenty-second annual report of the Congressional Printer, every item, both of labor and material?—A. That statement is made up from the books.

Q. Where do you make the charge for sewing, in this statement?—A. It comes in the whole cost of binding.

Q. Is not the cost of sewing about the same as the cost of folding?—A. I cannot answer that question, but I should think the folding would cost the most.

Q. Have you made any allowance for waste in folding?—A. I have no account of folding at all.

Q. What would that waste amount to?—A. Mr. Penicks could answer that question.

Q. Examine the last annual report of the Congressional Printer, and state if you give in detail the cost of binding and material in the production of the Record?—A. Yes, sir; I think I have given it there in minute detail.

Q. Taking the estimates there given as a basis, please give me the cost for the materials and binding of 75,100 copies of the Congressional Record?—A. I will answer to-morrow.

Q. Referring to the last report of the Congressional Printer, how did you arrive at the cost of sweet-oil?—A. I took a bottle of it and used it on a given number of books, and found out in that way.

Q. How did you arrive at the amount of twine?—A. From my foreman of sewing.

Q. How about flour?—A. We took a certain amount of flour, and it did so many books, and we estimated in that way.

The CHAIRMAN. You will please furnish to the committee to-morrow the total cost

of binding 75,100 copies, based on the calculation of the cost of the Record, as set forth in the last report of the Congressional Printer.

Q. You made a report of the cost of the Record of the session to Mr. Collins?—A. Yes, sir.

Q. Where did you get the data to make that report?—A. I got it from my assistants.

Q. How did you arrive at the number of feet of Russia leather used?—A. From the man who cut it up. He took an account of it as it went along.

Q. Together with the price?—A. No, sir; he did not know anything about the price. I furnished the price.

Q. How does it happen that you charged a greater number of feet of 24-cent leather than you had purchased?—A. When I made that up I never looked into the amount purchased. I took the amount sufficient to cover the 24-cent leather. When I went down-stairs Mr. Collins said that I must have taken the 25-cent leather, and so I took it from the 25-cent leather without knowing absolutely the fact, except that it could not be otherwise.

Q. How could such a mistake as this—reporting more leather than you purchased at a certain price—occur, if you kept your books separate to show the cost of the Record?—A. I took it for granted, when I made that statement, that there had been so many feet cut of the half-hides at 22 cents, and so many out of the whole hides at 24 cents. I did not stop to look. On going down-stairs, the thing was changed right then and there from the report.

Q. Have I understood you to say that you keep a separate account of the cost of the Record, and enter in that account the articles you draw from the ware-room for the Record?—A. O, no; I just draw from my stock, keeping the account of it.

Q. Did you or did you not report originally more 24-cent leather than you had purchased?—A. Yes, sir.

Q. Who discovered that more had been reported than had been purchased?—A. I do not know. We were making up the report, and it was discovered accidentally.

Q. Did you at that time, or did Mr. Collins, make the correction?—A. We both did it together.

Q. How did you make the correction? Did you do it in this way: by substituting for the 24-cent leather a sufficient amount to reduce it to what you had purchased, and by taking from other leather an amount sufficient to make up the sum-total feet used?—A. Yes, sir.

Q. Did you then correct your statement made to Mr. Collins?—A. No, sir.

Q. When did you correct it?—A. He corrected the statement at the time he came up here.

Q. Did you take the correction from the Congressional Printer's report?—A. Yes, sir; the correction I took from the Congressional Printer's report.

Q. Would you have known that an error had been made, except it had been shown to you that you had reported more leather than you had purchased?—A. No, sir.

Q. How do you know that the other items of your report are correct? Do you not make up your report in regard to the Congressional Record in the same sort of a way as your report in regard to other documents?—A. Not exactly.

Q. If an error was made in Russia leather, would it not be possible for errors to occur in other items?—A. Hardly; because there were no two prices made.

Q. It appears from the first report you made to Mr. Collins that you estimated the cost of leather to be \$9,239.05. In the Congressional Printer's report the cost appears as \$9,164.88. Is this discrepancy accounted for by reason of the change in the price of the leather?—A. It seems to me the last report ought to be the most; that would be what I should say, without knowing anything about it.

Q. Did your foreman of cutting report to you any half-hides?—A. I have no doubt he did.

Q. Where did they appear in the second report?—A. They appear in the 22 cents a foot; those are the half-hides.

Q. He first reported 5,927 feet of half-hides?—A. He must have done so.

Q. He would know whether or not they were half-skins?—A. Certainly.

Q. If he reported 5,927 feet of half-hides, where do you find the authority for increasing the number of half-hides to 10,432?—A. I cannot explain that.

Q. Was it not, in fact, an arbitrary correction, made for the purpose of relieving your report of the error in 24-cent leather?—A. Yes, sir.

Q. Look on page 32 and state to what use the 2,510 dozen of law-sheep was put to—A. Most of it was used on the Revised Statutes.

Q. What leather is used on this large impost book which I show to you? [Book marked "Impost Book, Collector's Office, Custom-House," shown witness.]—A. Sheep-skin and cowhide.

Q. Instead of that being sheep-skin, is it not fleeces?—A. No, sir.

Q. Please make examination, and tell me if that is not fleeces.—A. No, sir.

Q. If you are correct, is that a good article of sheep-skin?—A. Yes, sir; I think it is.

Q. Have you purchased any fleshes?—A. I do not believe I have ever done so. If I have it was during the first year.

Q. Have you had fleshes furnished to you, and used them on work, and reported it as sheep?—A. No, sir; never.

Q. How many dozen leathers do you use as covers for full-bound blank-work?—A. That is impossible to answer.

Q. What is the difference in price between law-sheep and fleshes?—A. I do not know. I have not bought any fleshes.

Q. Are the fleshes about \$7 per dozen cheaper?—A. I do not know how much.

Q. Have you not, in your management of the bindery, covered books with skivers which were reported as law-sheep?—A. It may have been done accidentally.

Q. Would it not be a difficult matter for an inexperienced person to tell the difference between a book in law-sheep and a good skiver, after it is pressed well between tin boards?—A. In some cases it might.

Q. What is the difference in price between law-sheep and skiver in an octavo?—A. I should think one-third. That is an answer I may desire to change.

Q. Do you mean to say that it would cost one-third less in skiver than law-sheep?—A. Yes, sir.

Q. How many copies of the Medical and Surgical History of the War of the Rebellion, first issue, were printed and bound?—A. I think five thousand.

Q. How many over and above the number authorized by law were bound?—A. I guess not any.

Q. Do you know of any being sold by employes in your office?—A. I do not.

Q. Where does the charge appear for waste leaves for books either for Congress or the Departments?—A. It appears in the cost. When a book is made up, the cost of the book comes in the printing, not in the bindery, except in the job-work.

Q. Who makes the charge for waste leaves?—A. The man who makes up the papers, Mr. Harry Clapp.

Q. I understand you to say that you have nothing to do with accounting for the waste leaves?—A. I have nothing to do with accounting for them in regular orders.

Q. Do you ever inform the chief clerk, or any one else, of the quantity of waste leaves for any book?—A. They make the calculation and the charge.

Q. Whom do you mean by "they"?—A. The chief clerk, or somebody in the Congressional Printer's office, makes the charge of the cost of printing, and the waste leaves are included.

Q. Does it appear in the cost of binding?—A. No, sir.

Q. What does it cost to bind the Record, say for a volume of 1,000 pages? Please make a calculation and give the various items and cost.—A. Sewing and thread, say, 7 cents; forwarding, say, 18 cents; finishing, say, 7 cents; cowhide, say, 20 cents; gold, say, 4 cents; albumen, say, $\frac{1}{2}$ cent; flour, say, $\frac{1}{2}$ cent; boards, say, 4 cents; marble-paper, not quite 1 cent; glue, $\frac{1}{2}$ cent; pasting up, 2 cents; making a total of 64 $\frac{1}{2}$ cents.

Q. What did it cost you for the first session Forty-third Congress?—A. I made the first session cost about 70 cents per copy.

Q. Has the cost of material or labor changed?—A. Material may cost a little less now than then.

Q. In a former investigation, on page 129 of Anthony's report, you submitted a statement in regard to the paper. From what book did you obtain the items set forth in that statement, and were they all that the book contained in regard to your department?—A. This statement came entirely from my requisitions on the Congressional Printer.

Q. Did you furnish that statement, or did you procure it for the Congressional Printer?—A. It was furnished, I have no doubt, from my receipts, which I will swear to.

Q. Was it procured for the purpose of making up a deficiency in the paper account?—A. I do not think it was.

Q. Do you know why this paper was not charged, as it should have been, in making up the accounts of the Congressional Printer?—A. No, sir.

Q. Do you know, from your own knowledge, whether or not it was in fact charged?—A. I think I must have known at the time, but I do not know now.

Q. Are you at this time able to give any explanation in regard to the matter?—A. No further than what has been said.

Q. Can you give the committee an explanation of the statement which begins on page 130 of this report?—A. That was paper I drew for certain jobs.

Q. Should it not have appeared in the charges against the respective jobs, and did it not there appear?—A. I know nothing further than what I have there sworn to be correct. If it is so, I cannot tell you.

Q. Would it have been possible for you to have omitted the charges for those papers on the jackets as they went through your office?—A. It would not appear as a paper charge, but as so many books, which I had made up and charged at so much apiece.

Q. What is meant, under date of July 7, 1870, in this same report, by job-work?—A.

That would be such work as would be done for the Library of Congress, or any work that I do not do in great numbers.

Q. I see, also, on the same page charges for stenographic note-books.—A. That means note-books that I furnish the reporters up here and all the Departments.

Q. Have you furnished any of those note-books to private individuals?—A. No, sir; never, I think.

Q. Could the materials have been procured and the work done on any of those books without your order?—A. Not except surreptitiously.

Q. Have you ever had any inferior articles of material furnished you?—A. There may be once in a while, but not as a general rule, and not of any great account. We generally have good articles.

Q. Have you ever had any correspondence in regard to any of the articles furnished you; and, if so, with whom?—A. With the parties who furnished them.

Q. When you order any of the various leathers and materials in your Department, how do you describe them so that the dealer can tell what you want?—A. If sheep, I describe it as law-sheep; if calf, as law-calf; if colored calf, I describe it as colored calf and give the colors; if Turkey morocco, the sample of Turkey, and the colors.

Q. What is the cost of binding the Record and the Revised Statutes for the last three years, in half-sheep?—A. I don't know. It was rather expensive. I had to rush them. I forget the cost.

Q. What did it cost you in full sheep?—A. That I do not recollect.

Q. In calf?—A. I bound very few Statutes in calf.

Q. What do cloth bindings cost for the Record and Statutes?—A. I do not bind any in cloth.

Q. Have you ever made any calculation for any one in the Government office in regard to the cost of binding in half-sheep, calf, or cloth the Congressional Record and Revised Statutes for the last three years?—A. I do not think I have. I may have done so, but I do not think so.

Q. How many copies of the Record of the last session, Forty-third Congress, were bound?—A. I cannot say now.

Q. How many in sheep and calf?—A. Two copies in calf and 100 in sheep.

Q. Does the charge for binding the Record in sheep and calf appear in the report of the expenses of the Record?—A. No, sir; it would not in either case. I should not think so. I should think the calf ought to appear. Mr. Spofford called my attention to the law which allowed him to have two copies of the book bound in calf.

Q. Why is the cost of the binding in calf and sheep omitted from the Congressional Printer's report?—A. It ought to be in the case of the House, because it is bound on the requisition of the House.

Q. Would it be possible to give a full report of the cost of the Record if those charges be omitted?—A. They would not have had any, except the clerk had ordered them.

Q. Did you furnish the Congressional Printer data on which to supply the committee with a report of the number of bound Records for the second session Forty-third Congress?—A. No, sir; I do not think I did.

Q. Please examine the letter which the Congressional Printer sent to the committee, and state if an exhibit is made there of the hundred copies bound in sheep?—A. Yes, sir. The exhibit is made of the hundred copies, to the best of my knowledge.

Q. That being the case, why is the charge omitted from the last report?—A. I cannot answer that question.

Q. Did you omit from the report of the cost of binding the Congressional Record for the second session Forty-third Congress all mention of the hundred copies for the House of Representatives, bound in calf?—A. I think I did.

Q. Did you subtract from the statement in the Congressional Printer's last report, showing disbursements on account of public binding, the amount of material used in the production of the Record?—A. I did not do it.

Q. Did you ever make a purchase of Philp & Solomons of books, and have them make out a bill for the same as paper?—A. Yes, sir.

Q. Will you explain that transaction?—A. Word came to me, I cannot say how, that there was a lot of books that Mr. Solomons had on hand that he could not get rid of. Mr. Sturtevant said he would take those books if they were purchased. Mr. Clapp told me to look at the books, and if it was in the fair interest of the Government, I might as well purchase them. I went and saw Mr. Sturtevant and talked the matter over with him. He said he could use them. I went down to Solomons and saw the books. I did not like to do the transaction, but seeing he was in a hard case with them, I said I would see about it, and in a little time he showed me a confidential circular of Slot & Woodwin of the price of those books, satisfying me that they were cheaper than I could make them, though not of such good material. I did not want other book-sellers fussing around saying that I had bought books, and it was thought best that we make it out as cap-paper. Those books were taken to the Government Printing-Office, and delivered to the Treasury on requisition. The Government made money by it.

Q. Was Mr. Clapp conversant with that transaction in its various stages?—A. I cannot say that. I presume I reported to him when I came back.

Q. Did he know that you were requested to, or proposed to, get this property from Philp & Solomons?—A. Yes, sir.

Q. Did he acquiesce in it?—A. He told me to buy the books if I thought it to the advantage of the Government.

Q. Did Mr. Solomons make out a bill for fifty reams of white cap-paper, amounting to \$234, and did you make a requisition on the Congressional Printer for fifty reams of white cap, and acknowledge the receipt of the same?—A. Yes, sir.

Q. What did you receive from Philp & Solomons?—A. I received three different kinds of books.

Q. What was done with them?—A. They were sent to the Treasury on requisition.

Q. Was the bill of Philp & Solomons paid by the Congressional Printer?—A. I have no doubt of it.

ANDREW J. DONALDSON sworn and examined.

By the CHAIRMAN:

Question. Are you engaged in the Government Printing-Office; and, if so, in what department?—Answer. I have charge of the press department of the Government Printing-Office.

Q. How long have you been so engaged?—A. Since the 17th of January, 1870; I think that was the time I took that position.

Q. Do you keep books, showing an account of all the work done in your department?—A. Yes, sir.

Q. To whom do you report your work, and how often?—A. The pressmen make a daily report, which is submitted to the chief clerk daily. We have a general entry, for reference, of all books that are printed there; all the signatures, the number of copies, and the kind of paper; a register of the executive and congressional branches of the department. We have the job-work, executive printing, which is for the Departments, and the other is the congressional work for Congress.

Q. Do you attach the charge for press-work to each particular job?—A. I have nothing to do with that. That is done up in the office by the clerk, Mr. Childs. The executive printing is all charged upon what is called a jacket. Each is numbered 1 April, 2 April, and so far on as the executive work lasts that month. That is our guide to find a job—what we call an index number—and all those jackets, as I understand it, when the job is finished and charged up, Mr. Childs receives back, after it has gone through the various departments, and makes a charge for the press-work and for the composition.

Q. Who affixes upon the jacket the number of impressions or the necessary information whereby the clerk can affix a charge for the press-work and paper used?—A. Mr. Hinman, the gentleman who makes out the jacket originally. He receives all the requisitions at his desk, and makes the jacket out, and puts the index number on, the number of copies, the kind of paper it is to be printed on, &c.

Q. Does he affix the number of impressions?—A. Yes, sir; 5,000 impressions, two to a sheet, or 3,000 impressions, four to a sheet, or whatever it is.

Q. Does he tell you on the jacket the size paper you shall use?—A. Yes, sir.

Q. The number of forms that shall be set up of the job?—A. No, sir; I have nothing to do with it; that is information for Mr. Shanklin.

Q. Do those answers you have made apply to the Executive Departments alone?—A. Alone.

Q. And in congressional work, do you keep an account of the paper and furnish the data necessary for it to be charged?—A. Yes, sir.

Q. How do you keep an account of the paper used for congressional work?—A. We have a man detailed to furnish out so much paper for every form we receive. The form is sent to press, and a revise is taken. The reviser has the number of copies to be printed of all document-work. He takes the last revise and marks the number on it after he revises the form. Then it is sent out; if there are any corrections they are made, and we work according to the reviser's number.

Q. Do you enter on each job the amount of paper used?—A. On the executive printing we do.

Q. I am speaking of congressional work?—A. Only the number of copies. We do not put down the amount on each particular job.

Q. Do you enter upon each job executed for Congress the number of copies printed and the weight of paper?—A. Yes, sir.

Q. Does the book-keeper make his charge for press-work and paper from the information you thus give upon the several jobs?—A. Yes, sir; Mr. Harry Clapp takes the number of copies and calculates so many pages to a book and makes the calculation.

Q. If you have, say eight reports consisting of one page each, are you in the habit of putting them on the press in one form?—A. We very often put sixteen on a sheet where it is just a single page—one blank leaf.

Q. Where it makes two pages do you put eight complete ones on?—A. Yes, sir.

Q. And print the eight or the sixteen, as it may be, at one impression?—A. Yes, sir.

Q. Are they afterward cut apart?—A. Yes, sir; they are.

Q. Do you mark upon each one of them the total number of copies printed?—A. Yes, sir.

Q. And the weight of the paper?—A. Yes, sir.

Q. What is the habit of charging them?—A. Mr. Harry Clapp takes the filed copies, as I understand it, from the folding-room, and makes his charge, according to the regular charge.

Q. Say that you have printed sixteen in one form; you have therefore had 1,900 impressions of one form, but you have had sixteen separate jobs printed at that one time?—A. Yes, sir.

Q. Is it the habit to charge the press-work sixteen times?—A. No, sir; not as I understand it; I have nothing to do with this; my impression is that Mr. Clapp only charges one impression for the sixteen.

Q. Are you in the habit of anticipating orders from any of the Executive Departments and printing at any time, when forms may be on the press, a larger number than called for by the requisition?—A. No, sir; never did a thing of that kind in my life.

Q. Has it never been done in the office?—A. Not that I know of.

Q. Do you keep an account against the various presses, to know how much work per day they are turning out?—A. Yes, sir.

Q. Do you keep this account in a book in such a way that there is a record kept of it?—A. No, sir; we keep our slips and file them away; each day's is put in a little package.

Q. Are your pressmen furnished each day with a card to record their day's work?—A. Yes, sir. We have printed blanks for that purpose.

Q. When do they record the work they have done?—A. In the morning. They have a book that they keep at their press; that they enter as they print it. The work of a day goes down, as it is done, on the book. Then there is a messenger who goes around, gathers these reports, puts them on the slips, takes the slips and makes out a consolidated report each morning.

Q. What price per token do you charge for press-work?—A. I have nothing to do with that.

Q. How many impressions per day do you calculate a Hoe double-medium press will make?—A. Well, it depends altogether on the number of copies on a form. If it is a long run, you can average 1,000 an hour; if it is short forms, you cannot do nearly as much. A great deal of time is lost in sending up-stairs, getting the press ready, &c.

Q. With a long form you can make 1,000 an hour?—A. Yes, sir; we calculate to average that. Of course, the presses run faster than that, but we are talking about the average now.

Q. What is the pay per day of a pressman?—A. \$4.

Q. How many persons do you employ about a Hoe double-medium press?—A. When we have big work on we have two feeders and one pressman; that is, we have a pressman to each two presses, with two feeders to each.

Q. What is the pay of feeders?—A. \$1.50.

Q. What other expenses do you consider properly belong to the cost of running a press?—A. There is laborers' pay, price of ink, oil, and so forth—roller-composition.

Q. Can you figure out the cost of press-work on any work for a day?—A. Yes, I guess so. If you take any particular job I can do so. Take a job, for instance, that we run right straight along on—a job that has got a steady run—say 7,000 a day. We will call that a good day's work, although by running the presses at an extra speed we can get out 8,000. Seven thousand a day would be run without any danger of the press being impaired. There are two feeders; their pay would be \$3. The pressman earns his pay on two presses. His pay would be \$2 each press. We have a laborer to about every six presses—somewhere thereabout. A laborer gets \$2.25 a day—that is 37½ cents a day on each press. Then the ink is one and a half pounds a day on each press—90 cents, at 60 cents a pound, and 10 cents a day for incidentals.

Q. Do you use 60-cent ink?—A. On the cylinders we do. My pay is \$5.33 a day—\$32 a week. We have fifty presses there that I superintend. That makes a total of \$6.37½ a day for each press.

Q. What do you consider the average waste of paper in the press-room?—A. About 3 per cent., as near we can get at it. Where we run a long form, we make it less. For instance, 10,000 at 3 per cent. would be 300. I consider 150 is sufficient. Those are my instructions to the gentleman who issues the paper. Where it comes down lower, of course the percentage increases.

Q. When signatures or work is finished, into whose hands does the work go?—A. In the dry-press work room. If it is wet work—for instance, bills and such as that—it never goes to the drying-room; they go direct to the folding-room.

- Q. Who is the superintendent of that?—A. Mr. Penicks.
- Q. Is he under the orders of Mr. Roberts, the binder, or is his work entirely distinct?
- A. Undoubtedly distinct, as I understand it.
- Q. Are your pressmen allowed to make extra time?—A. Not unless the work requires it.
- Q. If they make extra time, at what rate do you pay them?—A. The same as the day pay, fifty cents an hour.
- Q. Have you any pressmen under your charge who receive more than \$4 a day?—A. No, sir.
- Q. Is W. P. Martin a pressman?—A. Yes, sir; he came from New York.
- Q. Look at page 48 of the Congressional Printer's last Report and examine the account of John Burnside. I see that he is credited with thirty-five and three-fourths days' work, for which he received \$188.—A. Well, I presume his over time is in there, if he has any.
- Q. I find others named there, who have all apparently received more than \$5 a day?—A. Exactly; there is no man I positively know who has ever received more than fifty cents an hour for his labor, or \$4 a day. If Mr. Sardo, who has charge of the Record, calls in a man after 12 o'clock, he would get \$1 for the recall and seventy-five cents an hour after 12 o'clock. But up to 12 o'clock it is fifty cents an hour.
- Q. Are the engineers, firemen, and machinists under your charge?—A. No, sir.
- Q. How many engineers are there?—A. We will say there are three, because there are three who work at the machinery, but they are competent to run the engine. There is Mr. Lincoln, Mr. Hughes, and Mr. Robertson.
- Q. Do you know what they get per day?—A. Robertson, \$28 a week; Mr. Hughes, \$4 a day; Mr. Lincoln gets \$30 a week and over time.
- Q. How many firemen are there, and how much a day do they get?—A. Two; they get \$21.10 per week.
- Q. How many machinists?—A. Three, besides Mr. Lincoln—no, four—Henry Aschenbach, Mr. Hughes, Mr. Robertson, and Mr. Carrier.
- Q. Is there sufficient work to keep these men constantly employed?—A. So far as I understand; I have no control over that.
- Q. What class of work do the machinists mostly spend their time on?—A. Repairing presses and various machinery. They are working at the stamping-presses, and the numbering-machines, &c.; there is a great deal there, stamping presses, and all kinds of machinery.
- Q. What quality of paper do you generally use?—A. 53 pounds, and 45 pounds.
- Q. Do you hear complaints from pressmen in regard to the quality of paper?—A. Very seldom; if they do, the matter is reported immediately to the chief clerk, and he generally writes to the contractors.
- Q. Does all the paper that you get come up to the contract quality?—A. Not always; but if it does not, I will say that Mr. Harry Clapp rejects it, and does not take it.
- Q. I am speaking of the paper you use?—A. Yes, certainly; it has to pass an examination.
- Q. After it comes into your hands?—A. Yes; it does come up to the contract quality.
- Q. Why do you ever have complaints from the pressmen, if the paper comes up to the contract?—A. I tell you how. We have simply a complaint from the pressman, because the paper will be sometimes a little rough; it won't print so smooth; a few sheets may be a little rough.
- Q. Do you know what the contract quality is? Do you have a sample of each kind to compare it with?—A. No, sir; I have nothing to do with that; that comes under the sole charge of Mr. Harry Clapp.
- Q. You use such paper as is given to you?—A. Certainly.
- Q. Do you know whether paper is not sometimes condemned as one quality and used as another?—A. Not to my knowledge.
- Q. Was not some of the paper on a volume of the Medical History, worked last September or October, an inferior paper?—A. No, sir; the paper was rejected. The good sheets were culled out. I believe the paper was either sent back to him, or a deduction made. We had some 70-pound paper that had to be culled out. There were spots in it that did not please Mr. Harry Clapp, and he did not take it. We detailed a man and a laborer to cull it out, and the paper-contractors paid them.
- Q. Do your pressmen, at times, spoil paper?—A. Sometimes.
- Q. Do you charge pressmen for the paper they spoil carelessly?—A. Yes, sir; when it is done carelessly; of course a man will sometimes spoil a few sheets of paper and he has no control of it.
- Q. Who makes the charge?—A. I do; I give Mr. Harry Clapp the account of the paper they spoil, and that is deducted from the pressman's pay.
- Q. Suppose a pressman is docked \$25 for paper, does he receive his full pay less the amount he has destroyed?—A. Yes, sir.
- Q. Does he receipt for his full pay, including the amount he has destroyed, and pay the balance for the paper he has destroyed, or does he receive and receipt for his pay,

less the amount he has destroyed?—A. He receives his pay less the amount. For instance, if you were to make \$100, and you had to pay \$25 of that out of your pay for spoiled paper, your pay-roll would be made out for \$75, and you would make your receipt for and get only \$75.

Q. How is the paper thus destroyed and paid for accounted for on the books of the office?—A. If a man spoils \$25 worth of paper, he has to go to the gentleman in charge of the paper, to get that paper and complete that form. If they ask for the paper wasted, I give it to them; if not, it goes into the folding-room for waste-paper.

Q. Suppose a certain amount of paper is destroyed, by whose order is the paper replaced?—A. The form has to be completed. He reports the case to me that so much has been spoiled. I then make out a little slip, "Charge so and so so much paper—so many reams or quires." He takes it up to Mr. Clapp, gives the name and date, and that is all I have to do with it.

Q. Knowing these circumstances, are you able to explain how it is that the paper account is balanced?—A. I can say that on that particular book that that is charged on, there is no charge made for that \$25 worth of paper. How the account is kept upstairs, I could not tell you. The account is kept in the office. I have no control over that whatever.

Q. Do you have any inefficient workmen in your department?—A. No, sir; I get rid of them as soon as possible, if I do get them, for it gives me trouble.

Q. Have you ever printed any document, and after it was printed discovered that an error had been made and the same had to be entirely or partly reprinted?—A. Not to my knowledge; of course we don't know when there are errors in forms; we have no control over that.

Q. Examine the document that I hand you—Senate Miscellaneous Document 36, Forty-first Congress, first session. Look at the head of payments to commissions, \$1,722; it appears that this document was printed with that item under that head, when it should have been under the head of balance due, and after being printed it was gathered up and taken back to the printing-office and reprinted so far as that page was concerned.—A. Certainly; we have no control over that in the press-room, whatever; that might go to press and not be discovered by us at all. I have no knowledge of this at all.

Q. Do you keep an account of paper that is used in making such corrections as this?—A. No, sir; because if the work is canceled and it has to be done over again, I suppose the books show.

Q. Do you do the press-work on the corrections?—A. Yes, sir; certainly. If the form has to be reprinted, it is sent back to us to do it.

Q. And do you keep an account of the paper used in that correction?—A. Certainly; when we have to reprint it we always enter it in our books "reprint."

Q. And the amount of paper used in reprinting or making corrections is reported to the office?—A. Certainly; Mr. Harry Clapp, in charging up that book, would know that that page is reprinted.

Q. I will call your attention to Senate Report No. 211, Forty-first Congress, first session; reported from the Committee of Claims in the case of John Birbitt or John Birkett. You will observe that an error was made in the printing of that, and that it was reprinted—did you keep an account of that particular job and report it?—A. I could not say whether it was or not; I could refer to the books.

Q. Could it go through your office without that?—A. I think not.

Q. When you took charge as foreman of the press-room, did you examine the scale of prices then in your department?—A. No, sir; I never did, because I had nothing to do with that.

Q. Did you ever call the attention of the Congressional Printer or of any one else some two years ago to an error in the charges made for press-work?—A. I have no recollection of ever doing so.

Q. Did you not, some time about July, 1873, have a consultation with the Congressional Printer, the result of which was that charges for press-work on executive work were reduced?—A. No, sir.

Q. I refer now to about July, 1873?—A. I have no recollection about it at all; Mr. Harry Clapp does all the charging for the work.

Q. You don't know anything about the charges that are made for the press-work?—A. No, sir; I do not.

Q. You simply do the press-work; you are held responsible for the proper management of the presses, and have nothing to do with the charges for the press-work; state if that is correct.—A. That is it exactly.

Q. I call your attention to Senate Report 474, Forty-third Congress, first session, page 133. State from what books you obtained the items there enumerated under your affidavit.—A. That statement, as I understand it, was taken from the book kept in the wetting-room. The gentleman who had charge of the wetting-room is the gentleman who now delivers the paper to the pressmen. They keep the paper in the wetting-room, and if there is paper required in any other part of the building except the

press-room, they go there and they take a record of it, and that record is sent up-stairs, I think, every day.

Q. Was it sent up prior to the making of this report the same as it is now?—A. Yes, sir; the stereotype department has to have it for the casting of the plates.

Q. Did you make up this statement yourself?—A. No, sir.

Q. Was it made from books kept by you?—A. No, sir.

Q. Or under your supervision?—A. Made by Mr. Carr, under my supervision.

Q. Who made the statement?—A. Mr. Carr.

Q. Why was not Mr. Carr required to make an affidavit of it?—A. I could not answer that. I had so much confidence in Mr. Carr that I knew he was an exact man, and I was willing to make an affidavit to that. Mr. Carr is a very reliable man.

Q. Do Mr. Brown, of the composing-room, and Mr. Elliott, of the stereotype-room, get paper from you?—A. Yes; for proofs and for use in the stereotyping department.

Q. Do you always print the exact quantity of blanks called for in a requisition from the Departments? If you are not busy, do you not run an extra number sometimes?—A. We always print the number that is on the jacket.

Q. Do you have many stereotype-plates at your office?—A. Yes, sir; quantities of them.

Q. Large numbers of the blanks in use at the various Departments are stereotyped?—A. Yes, sir; Record-plates and everything of that sort.

Q. I am speaking of blank-work.—A. Yes, sir; we have quite a number.

Q. What forms are kept in type, instead of stereotyping?—A. I could not say; I have no control over that; I could not call to mind any particular form now.

Q. If an error occurs in the quantity of paper received, and the error is discovered, how is it corrected?—A. If it is through carelessness, it is charged to the man committing the error; if it is an accident, it is overlooked, I suppose; I do not know; it is very seldom anything of the kind occurs in the office.

Q. In each case is the exact quantity of paper, plus the waste, charged to the several Departments and to Congress?—A. Yes, sir.

Q. In printing congressional work, what weight paper do you use for the various documents?—A. On the regular number, we print 53-pound paper; any extra copies are generally printed on 45-pound. The regular number, 1,900, is always printed on 53-pound paper.

Q. Suppose extra copies of a document are ordered, upon what kind of paper do you print the extra?—A. 45-pound.

Q. Who decides what kind of paper is to be used in these instances?—A. The extra copies are generally printed for some individual; they, I suppose, make the arrangement with the office.

Q. Suppose the extra number are ordered by Congress; then how is it?—A. I do not know how.

Q. Suppose the extra number of copies are ordered by Congress, who decides what weight paper they shall be printed upon?—A. It is done in the office, by Mr. Harry Clapp.

Q. Do you make the requisition for paper for extra copies and designate the weight of the paper to be used?—A. No, sir; it is done by the reviser, who receives the orders from the requisition.

Q. Suppose it should be found, on examination of these books before us, that paper has been charged as weighing 53 pounds, when in fact it weighed but 45 pounds, can you tell who is responsible for this error in the charge?—A. No, sir; I cannot.

Q. Is it possible that an error in paper can be made in your department that would lead to a wrong charge in the office?—A. It is possible it could; but I do not recollect that an error of the kind has ever happened. But whoever makes the mistake is responsible for the difference in the price of the paper; and if the work has to be re-printed on account of the mistake, the pressman is responsible for it.

Q. Does the work of the Congressional Record come immediately under your charge, or do you intrust it to one or more of your assistants?—A. I intrust it to Mr. Sardo, a gentleman I detail for that purpose.

Q. Does he keep a true and correct account of all work done by him on the Record?—A. Yes, sir; or any other work.

Q. Does Mr. Sardo remain at the office in the morning until your arrival, to report to you?—A. When the forms are late I generally find him, but if he gets off at 7 or half past 6, then he reports on my desk.

Q. Does he report the number of forms, the time of going to press, the number of presses he has had in use, the quantity of paper, &c. ?—A. Everything in detail, every morning.

Q. How soon do you put the big edition of the Record to press after the daily?—A. Whenever we are ordered to print it. We commenced last week the printing of the big edition for this session.

Q. How many copies do you strike off when the big edition is first put to press?—A. The edition is now 7,160; that is the order.

Q. When Congress adjourns, do you put all the available machinery in the shape of presses to work on the Record?—A. Yes, sir. I might say we run as high as twelve to sixteen presses on it—not all that are available, because sometimes we have more than that available.

Q. Do you charge the Record work, signatures, according to their actual cost on each press, or is a uniform price per token adopted?—A. According to the actual running of the press—that is, for instance, Mr. Burnside is running now on the Record; he gets \$2 a day for that press and \$2 a day for the other press, and the office-time and the Record account are kept separate; the feeder on the press gets paid on the Record, though.

Q. In case the Record work is unfinished by 8 o'clock in the morning, who takes the places of the Record workmen on the Record?—A. The day-hands.

Q. Then they are not charged on the Record-roll for that extra work?—A. No; but that is deducted from Mr. Sardo's office account. For instance, if he has on his account any press-work that is to be credited the office, it is deducted from that, because his name is on the Record-roll. He is employed for the Record especially, but sometimes he has occasion to do other work.

Q. What is the cost per token for the Record press-work?—A. I could not say.

Q. You keep an account of the roller-composition, and the oil, the benzine, &c.; all the items, in fact, that are required for a press, and charge them to the Record account?—A. I think that is all charged up, as far as I know, by Mr. Harry Clapp.

Q. Examine the report of the Congressional Printer, and see if there is any report at all upon the items I have enumerated, and others of a similar nature, necessary to the running of a press.—A. I do not find them in this.

Q. Are the presses all idle at the time the Record goes to press, or do forms of other work have to be taken off to put the Record on?—A. As far as that goes, I generally try to keep those presses in condition to have them empty by 5 o'clock. If we have any short work, I generally save enough of that to keep the presses going till 5 o'clock. There are very seldom any forms lifted.

Q. Do you remember of the mistake or mistakes that were discovered in the Appendix of the Congressional Record, after the books had been bound, some since?—A. I do not recollect whether the books had been bound or not; but, after the printing had been done, I recollect there was a mistake, and we had to reprint it.

Q. How many pages did you have to reprint?—A. Two.

Q. And how many copies did you have to make?—A. I think the whole edition, so far as I recollect; I think, probably, some had been delivered that we did not get back.

Q. Did you return the amount of paper used in reproducing those two pages?—A. Mr. Carr, I presume, did at the time; I do not recollect now; the paper was certainly counted off, in the regular routine of business.

Q. How many impressions per hour do you make on the Record?—A. In the neighborhood of 1,500 an hour.

Q. Does this rapid running of the presses leave them at times in a damaged condition?—A. Occasionally.

Q. Who repairs them?—A. The machinist.

Q. Is there any charge in the Congressional Printer's last report of repairs to machinery against the Record?—A. I do not see any.

Q. Did you help to make out a statement to be found on page 62 of House of Representatives Report 641, 43d Congress, 1st session?—A. Yes, sir.

Q. Examine the report and see the charge made for printing 241,020 impressions of documents.—A. Yes, sir; it amounts to \$723.

Q. That is the amount of pay for the labor performed on those for press-work?—A. Yes, sir; the pay of the hands.

Q. Now, please to look at the next item, "press-work on daily Record," amounting to about 243,000 impressions; what is charged there?—A. One hundred and fifty-five dollars and eighty cents.

Q. Please explain why this discrepancy occurs.—A. My answer to that is that I was not concerned in this figuring up at all; I merely gave Mr. Clapp the number of impressions while we were waiting for the forms.

Q. Do you furnish the proof-paper for the Record?—A. Yes, sir.

Q. To whom do you report the amount of paper used for proofs?—A. The account is taken from the wetting-room every morning on a slip for the various departments—the stereotype-room, the printers' room, the Record-room, and all that sort of thing.

Q. At the last session of Congress, did you print the exact number required for the bound edition of the Record?—A. Yes, sir; the exact number.

Adjourned.

COMMITTEE ON PRINTING, April 13, 1876.

J. H. ROBERTS recalled.

By the CHAIRMAN :

Question. You will please make answer to the committee's various questions left unanswered yesterday.—Answer. The first one is, "How many covers or extras did you have of a recent report of the Secretary of the Interior?" and my answer is, 211.

Q. What became of the waste or overplus?—A. It is a little mysterious how that thing occurred. It is either the downright negligence of the person who had this thing in charge or purposely done.

Q. What became of those covers?—A. They are in the possession of the Government Printing-Office at this moment.

Q. What disposition will be made of them?—A. They will have to be destroyed. They are of no account whatever except as so much waste material.

Q. Did you ever let Mr. Dease have binding materials, except the two skins of turkey, in regard to which you testified yesterday?—A. Never, to the best of my knowledge.

Q. Can you state whether a ruling-machine was in the bindery of Perkins & Co. which came from your office?—A. I cannot state that. There was an old ruling-machine, entirely used up. It was given to Mr. Langvoight to make experiments with in regard to a patent he was getting up. The machine was absolutely good for nothing.

Q. Was it sold to Mr. Langvoight?—A. It was given to him.

Q. Did you ever sell or loan materials to a gentleman named Harrison?—A. Never.

Q. Are you prepared to furnish the committee, from books or data kept in your department, the total amount of waste accumulated during the past year?—A. I think I can.

Q. Please state the amount.—A. I cannot now state it; I will be able to do so to-morrow.

The CHAIRMAN. Bring to the committee to-morrow a statement showing the total amount received for the year ending 30th September, 1875.

Q. The next point on which you were requested to furnish the committee information was as to the total cost of binding 75,100 copies of the Record, based on the calculation of the cost of the Record as set forth in the last report of the Congressional Printer. Are you prepared to give this information?—A. Not to-day.

Q. You were asked yesterday "What is the difference in price between law-sheep and skivers, in an octavo?"—A. That is something I have not thought of.

Q. Did I understand you yesterday to state that the gold-waste accumulated by the men had been appropriated to their own use?—A. Yes, sir.

Q. Did I understand you to say that none of the gold-waste in the office had been utilized for the benefit of the office?—A. I said that it was all there.

Q. What does it amount to?—A. I cannot tell.

Q. About how much?—A. I cannot tell.

Q. How long has it been accumulating?—A. About seven years.

By Mr. BALLOU :

Q. What proportion of the waste of the gold-leaf goes to the office and what to the hands?—A. The most goes to the hands.

Q. How much per cent. of the gold-leaf that is used should you judge would be waste?—A. A very small fraction of it. Exactly how much I cannot tell.

Q. Would it be anything like one-fifth or one-sixth?—A. I should suppose one-fifth, though I should hardly think it would come up to that.

By the CHAIRMAN :

Q. Do you use in lettering double gold?—A. Very seldom. Sometimes for fine books it is used, but not generally.

Q. Do you have this gold-waste yourself, and do you have the benefit of it?—A. No, sir; I do not have any benefit from it.

Q. You do not sell any of it?—A. No, sir; never.

Q. All the waste that there is goes to the office or to the hands who do the work?—A. Yes, sir.

Q. You say that you do not and have not received anything from the sale of gold-leaf waste?—A. Yes, sir.

By Mr. SINGLETON :

Q. Can you explain to us why you have kept the gold-leaf there from time to time?—A. No, sir; I did speak to a man once about buying it, and told him I would correspond with him, but I was very busy and did not do so.

Q. Has this been accumulating since you have been there?—A. Yes, sir.

Q. How long have you been there?—A. About seven years.

Q. Then this waste has been accumulating for seven years and you have not disposed of any part of it?—A. No, sir; it is all there.

Q. Can you explain how it is you give to the hands a certain part of the wastage?
—A. It has been customary to do so from time immemorial. It was when I was an apprentice-boy.

Q. Does the custom exist anywhere else?—A. Yes, sir; I am told it does.

Q. In what offices?—A. In a good many. I cannot call to mind where it does or does not. I only know it was the custom.

Q. If you know it to be the custom, will you tell me in what offices this custom prevails?—A. I cannot swear to any. I have not been round to any. I only know it is the custom of the trade. It was when I was an apprentice, and when I worked as a journeyman afterward.

Q. Do you know of your own knowledge that any such custom prevails now anywhere else?—A. No, sir; I cannot swear that I do, except in the Government Printing-Office.

Q. Are not the hands who get this waste gold paid regular wages?—A. Yes, sir.

Q. What proportion of the gold-waste goes to the hands, and what proportion have you now on hand?—A. That I cannot testify to. I have it all.

Q. Where do you keep this gold-waste?—A. It is locked up.

Q. How much is there in bulk?—A. It is locked up in, say, half a dozen small boxes in envelopes.

Q. In measurement how much is there?—A. I cannot tell.

Q. Is there any necessity for putting on two leaves in lettering?—A. Only in nice work.

Q. Do you know of any other office that does this except the Government Printing-Office?—A. Yes, sir; any man who does turkey-morocco work nicely puts it on double.

Q. Please state some offices where it is done.—A. I cannot say any office positively. I only say it is done.

Q. How can you say it is the custom if you do not know of any office where it is done?—A. It is the custom, but I do not know any office where it is done.

Q. Have you been to any of those offices where binding has been done and seen for yourself whether it is put on double?—A. No, sir.

Q. Have you ever examined any office in regard to this matter?—A. Not in regard to it particularly.

Q. How do you determine it is the custom of the trade if you have never seen it?—A. I have never gone to look for that purpose.

Q. How do you arrive at the conclusion that it is the custom if you never examined it, or heard any person say anything about it?—A. I know it just as I know any other branch of my business.

Q. You say you have never examined the work coming from other offices to see whether your statement is correct or not, that it is the custom of other offices to put on double gold?—A. No, sir; not particularly for that purpose.

Q. Are you willing to swear that it is the custom without knowing it to be such?—A. No, sir; not at the present time. I know it was at other places. I have seen it done when I was an apprentice, and since, at the Bible House and other places where I have worked.

Q. How long since you have seen this done, and where?—A. I have seen it done at the Bible House, New York City, in the neighborhood of 20 years ago.

Q. Will you please take with you the clerk of this committee when you return to the Government Printing-Office, and place in his possession all the waste—gold-waste—which you say is now on hand, that it may be weighed and measured?—A. Certainly.

Q. Has any return ever been made in your reports to the Congress of the United States of any amount of waste gold on your hands, or the disposition of any?—A. No, sir; not to my knowledge. I do not think there has ever been any report.

By the CHAIRMAN:

Q. Examine sample leather 1, which I hand you, and tell me what it is?—A. Calf.

Q. What is this, sample 2?—A. Sheep.

Q. What is this leather, sample 3?—A. Skiver.

Q. What is this leather, sample 4?—A. Fleashes.

JOHN L. DRASE sworn and examined.

By the CHAIRMAN:

Question. Are you a practical book-binder?—Answer. Yes, sir.

Q. How long an experience have you had in the business?—A. Thirty years.

Q. Have you ever worked in the Government bindery?—A. Yes, sir.

Q. Are you familiar with the workings of the bindery so far as the same relates to the use of gold-leaf?—A. To a certain extent.

Q. Describe to the committee the use of gold-leaf and the amount of waste in proportion to the quantity used.—A. In stamping the sides of books, a good deal of which

is done in all fine work and cloth work, the book is generally covered with gold. From $\frac{1}{4}$ to $\frac{1}{5}$ generally remains fastened on, while the balance is wiped off into the waste. The back in stamping will not waste so much, probably $\frac{1}{4}$ or $\frac{1}{5}$ of cloth-work. In the gilding of edges, considerable of which is also done, occasionally the edge has to be scraped off when it is imperfect, to be regilt. That goes into a tub and becomes waste. The gilding-boards are always covered with the gold of the last set of books gilded, and in preparing the next set those boards are scraped off. That is what is called "gilder's scrapings," which is smelted and the gold taken out of it. Whether they do so with the scrapings there or not, I am not aware. When I carried on business in New York in a small way, I used to get from \$50 to \$100 a year for that waste.

Q. What becomes of the gold-waste that is scraped from the sides of books in stamping?—A. My impression always was that Mr. Roberts appropriated that. That was the understanding all over the office.

Q. About what would this waste amount to in the course of a year at the Government office?—A. I suppose to at least one-fifth of all the gold purchased.

Q. What of the gold-waste is kept by the men who work in gold-leaf?—A. They keep that portion which remains on the book after the lettering and filing is fastened to the book. They rub that with the rubbers and retain it. That would amount on fine work to about nine parts to the one which is kept on.

Q. Do you know whether gold-leaf has been put on double instead of single at the Government office?—A. I always understood it to be put on double. I always understood from the men who do that work that they put it on double in lettering, invariably.

By Mr. BALLOU :

Q. How long were you in the office?—A. I went on the 30th of March, 1873. I was there until the 3d or 4th of January last.

Q. You had an office in New York since?—A. No, sir.

Q. Have you worked anywhere since?—A. No, sir.

Q. Was there any special reason for your leaving?—A. There was. The reason I was sent off was this: At the time that Mr. Cason's resolution was passed in the House, claiming protection for Union soldiers in the Departments, a friend of mine, Capt. William Magee, who had served the Union through the war, and who had been wounded through the lungs, was there at the Government office for about two or three weeks as a sort of charity on Mr. Roberts's part. He was employed from time to time for two or three weeks at a time, but there was a strong effort made by his friends there to have his place made permanent; but he was discharged, to make way for a young man from New York, who certainly could never have voted more than once, and who had been very few years in the country. I grew somewhat indignant, and came to the conclusion that it was not fair play. I thought that this soldier should not be thrown out. I went and saw Messrs. Cason and Fort, and presented the case, and demanded protection for this man. They sent for Mr. Clapp and Mr. Roberts, and demanded his restoration. He had fine credentials, that showed he was a good and skillful man. I also gave a little report of the interview with Messrs. Cason and Fort, and short articles appeared in the Republican, entitled "A point well taken," explanatory of the fact. The next day, when I went to work, Mr. Roberts sent for me, and asked me if I did not do so and so. I said yes, and said I thought I was doing perfectly right. He asked me if I wrote or inspired that article. I said yes. The system was such there that I revolted on several occasions. Like other men, I had to tell a lie, or tell the truth and run the risk of being discharged. For this they discharged me.

Q. You were speaking in regard to the waste going to Mr. Roberts—that that was the general impression. Do you know the fact?—A. I do not know it; all I know is that I never saw it accounted for in the reports.

Q. Is it customary in binderies to let the workmen have the waste gold?—A. No, sir.

Q. None of the waste goes to the workmen?—A. Twenty-five years ago it did. I am not aware of any place where it is done now, and I know all the large places.

By Mr. SINGLETON :

Q. Please state, from your knowledge of the amount of gilding done in the Government Printing-Office in twelve months, what would be, as nearly as you can estimate it, the value of the waste that would occur in gold-leaf?—A. I am almost certain that the waste in all directions must amount to between \$2,000 and \$3,000 a year in gold-leaf.

A. M. CLAPP recalled.

By Mr. SINGLETON :

Question. Are you acquainted with Mr. Eames, librarian of the Interior Department?—Answer. I have seen him, but I have no intimate acquaintance with him. I do not know that I should recognize him.

Q. Have you ever done binding for him on books belonging to his private library?—A. Not to my knowledge.

Q. Can you not tell whether you have or not?—A. I can tell by appealing to the foreman of binding.

Q. If you have bound books for the private library of Mr. Eames, would not the books kept in your office show that fact?—A. That I cannot answer; I do not think they would.

Q. Then if your books do not show where you do private binding for parties, how are you enabled to make a correct report?—A. That is a hypothetical question which I cannot answer. When I have said that I do not know of any binding having been done there, it never having been brought to my knowledge, I have answered that question as far as I can answer it.

Q. Have you never done any private binding for anybody outside?—A. I presume there may have been private binding done for outside parties.

Q. Don't you know there has been?—A. I only know it as it has been brought to my knowledge by the foreman of binding or by the clerk.

Q. Then, if you have done private binding, do not your books show that that work has been done, and who it has been done for?—A. The books would show if binding has been done and money received. They would show who the money was from, and what it was for.

Q. Will you please take your books, and examine them, and see whether you have charged yourself with any money received from Mr. Eames for private binding?—A. I have not the books before me.

Q. Please examine the books when they are submitted to you, and prepare yourself to answer this question.—A. Yes, sir.

By the CHAIRMAN :

Q. Have you ever received instructions from the Joint Committee on Printing, either on the part of the Senate or the part of the House, to give credit to outside parties, other than members of Congress, on account of public documents, speeches, &c.?—A. No, sir.

Q. On whose authority, or by whose instructions, was credit given to various parties for public documents?—A. I did that because I understood it was the practice of the office—I knew it was—and I did it as a matter of accommodation.

Q. Have you consulted the Joint Committee on Printing in regard to this matter, and received advice from them upon it?—A. I cannot say that I have, in regard to outside parties.

Adjourned.

COMMITTEE ON PRINTING, April 14, 1876.

JOHN R. EDWARDS recalled.

By the CHAIRMAN :

Q. In your previous testimony you have said that you have had about thirty years' experience in the binding business. Are you perfectly familiar with the various kinds of leather used in binderies?—A. I am, sir, as forwarder, finisher, and cutter-out.

Q. Have you been familiar with, and do you now use in your bindery, law-calf, sheep, skivers, and fleshes for binding?—A. I do.

Q. What are the prices of these various articles?—A. Law-calf, about \$36 a dozen; law-sheep, from \$9 to \$12; inferior articles can be bought for something less; skivers, from \$9 to \$16; fleshes, from \$3 to \$5.

Q. For what sort of work do you use fleshes?—A. On blank-work exclusively; it is manufactured only for blank-work.

Q. What process do you put it through in using it for blank-work?—A. The book, when it is covered, undergoes buffing or dressing, which is getting the nap off the fleshes. I leave the fleshes rough with a short nap; some binders paste-wash it for the purpose of laying the nap down and making it resemble sheep—giving it the appearance of smooth sheep.

Q. Is it possible to so work fleshes on blank-books as to make it appear like sheep, and to cause inexperienced persons, or those unacquainted with the various preparations of sheep, to think that the book was covered with sheep instead of fleshes?—A. It is possible; it would not deceive any one of experience in the business; it would not deceive me from the fact that I could detect it readily by the feel or in the dark, and so could any experienced person.

Q. Will you please examine the blank-books here present, which were furnished to this committee by the Secretary of the Treasury, and which were manufactured and bound at the Government Printing-Office, and tell me in what sort of leather they appear to be bound?—A. They appear to be bound in fleshes. The impost-book, collector's office, and the record of letters, collector's office, and other books, appear to be bound in fleshes; but they have been put through a process to make them resemble

sheep, by paste-washing, and I do not think they are calculated to deceive anybody of experience in binding. Any practical blank-binder would say they were fleashes. Leather known as sheep is never put through this process of paste-washing. If it is covered with the smooth side out, there would be no necessity for paste-washing; if with the buff side out, the intention would be to inform everybody that it was shaved sheep, and by paste-washing shaved sheep you bring it down to the level of fleashes. I have brought, for the benefit of the committee, seven samples, consisting of skivers, law-sheep, and fleashes, and in which every process of working the leather is exhibited. No. 1 is skivers, dressed to resemble sheep; No. 2 is law-sheep, dressed to resemble law-calf; No. 3 is law-sheep, dressed for blank-books; No. 4 is sheep, buff side out, paste-washed—the only piece of leather of the kind that I ever saw dressed in that manner, which I have gotten up for the benefit of the committee. It may be possible that these books are bound in sheep, flesh side out, and put through this process of paste-washing. No. 5 is law-sheep, the buff or fleashes side out; No. 6 is fleashes just buffed; No. 7 is fleashes, buffed and paste-washed, and pressed to resemble smooth sheep.

Q. Are skivers worked so as to resemble law-sheep, and passed for law-sheep?—A. They are sometimes.

Q. What is the difference in price between the fleashes used in making blank-books and sheep?—A. About \$7 a dozen.

Q. Is there any benefit to the binder if he uses skivers instead of law-sheep, and reports the books bound in law-sheep?—A. A decided advantage; skivers only costing about one-half per cover what law-sheep does.

Q. Is it possible to use law-sheep and pass it for law-calf?—A. Yes, sir, it is.

Q. Is there any advantage to the binder in doing this?—A. A great advantage, law-sheep only costing about one-fourth what law-calf does, because law-sheep is larger than law-calf and cuts to better advantage.

Q. From your examination, at my request, of the blank-work and other binding from the Government bindery and the amount of leather reported as purchased, what amount of fleashes appears to have been used in that establishment during the course of a year?—A. I have no definite way of ascertaining, but, from my knowledge of the number of blank-books, I should judge it would take at least one thousand five hundred dozen to cover the blank books bound in that style.

Q. What is the difference?—A. The difference would be about \$7 a dozen, or in the aggregate about \$10,000.

Q. From your examination, are you prepared to state whether or not skivers have been used and reported as law-sheep, and whether law-sheep has been used and reported as law-calf?—A. That I cannot say to a certainty, but had this thing occurred in my establishment, I should certainly expect to find that a portion of the skivers had been used as law-sheep in some work, and a portion of the law-sheep had been used as law-calf; or if it had been practiced in any man's establishment, a practical man would have looked for it in this manner, and he would have been most certain to have found it that way. I am as certain of that as a man can be of anything that he does not actually see. In my examination of the Congressional Printer's report I see no fleashes purchased, while fleashes have apparently been used, and certainly to the amount which I stated—fifteen hundred dozen. Now, had this thing occurred in my establishment, I should certainly have followed up the matter by finding skivers used in place of law-sheep and law-sheep used in place of law-calf, and would feel satisfied that no such amount as five hundred dozen of calf ever came into my establishment during those twelve months. In my examination of the work turned out of the Government bindery, I saw little or none of it bound in calf.

Q. What becomes of the waste gold that is accumulated in your establishment?—A. I receive it and sell it. I even gather the gold-rags and rubbers.

Q. Is it the custom now, or has it ever been the custom to let workmen have, for their own use, the gold-waste?—A. It is not now, and never has been; the thing is unreasonable. It is a portion of a man's profit.

Q. What does the gold-waste amount to, considering the quantity used?—A. It amounts to 25 per cent. at the least, on the amount used, that is to say, if \$1,000 worth of gold-leaf is used, it should yield the binder \$250 cash for waste gold.

Q. After an examination of the two last reports of the Congressional Printer, what amount of gold-leaf do you find has been purchased?—A. \$20,000 worth, not including that purchased for the Record.

Q. What return should the Government have received from the waste of that amount of gold?—A. \$5,000 at least.

Q. Have you examined the Congressional Printer's report in regard to the expenses of binding the Record?—A. I have.

Q. State what your examination has been, and the result.—A. It is a difficult matter to get any data on the Record. I have been obliged to take the items reported in the twenty-third annual report of the Printer as the cost of 38,000 Records, where he has the stock and material in detail, and from that make my calculation as to what

was the actual cost of the 75,100 copies mentioned in the twenty-second annual report, in which he makes the cost for binding the Record, including folding, \$57,556.93. I get the cost of his folding and sheet-work from his folder's report. One important thing in this calculation is his omission of all waste sheets, or over sheets in the folding. He has the price for folding only the signatures that make up the work, none more nor none less, a thing unknown in our business. He has folding done at \$4,957.63 for the 75,100 copies, when the cost of them was \$6,571.25, calculating on the basis of the 38,000 copies mentioned in the twenty-third annual report. The report does not show any expense for sewing—a very important item, and one so clearly apart and distinct from any other branch of labor that it is impossible for it to have been charged under any other head. This omission amounts to, for the sewing of the 75,100 Records at six cents per hundred signatures, (the price reported for sewing at the Government office) \$3,154.20. Making an undercharge for folding in statement No. 9 of \$1,553.62. Omission of sewing, \$3,054.20. He has also omitted the sawing out and pressing, which, at the lowest figure, would be \$376; making in all, omissions and undercharges, \$7,480.01 on 75,100 copies. This estimate, based on the amount of stock and material mentioned in the twenty-third annual report, adding the omission of sawing out, and undercharge in folding, makes the cost of binding \$62,670.75, an undercharge of \$7,480.01.

Q. Did you make an examination of the report furnished this committee for binding done for the Land-Office?—A. I did.

Q. According to that report, where extensions have been made what does the binding cost?—A. \$14,149.26.

Q. Did you make a careful calculation of the amount you would charge for doing the same binding in equally as good style and using as good material in your office?—A. I did. I would do the same binding for \$6,700.

Q. What is the difference between the amount charged at the Government bindery and the amount you would charge?—A. \$7,449.26.

Q. In making your calculation have you left a margin for profit for yourself?—A. In making my calculation I have added to the cost all expenses, such as rent, insurance, taxes, labor, fuel, gas, and wear and tear of machinery, and have allowed a profit besides.

The CHAIRMAN. Mr. Edwards, you will please make examination of the blank-books from the Government office, and be prepared, when called before the committee again, to state all the facts relating thereto that will be of use to the committee in their investigation.

Adjourned.

COMMITTEE ON PRINTING, April 17, 1876.

GRAFTON JOHNSON sworn and examined.

By the CHAIRMAN:

Question. State your name.—Answer. Grafton Johnson.

Q. Are you a book-binder by occupation?—A. I am.

Q. What has been the length of your experience in the business?—A. About twenty years.

Q. Are you familiar with the various kinds of leather used in binding?—A. I am.

Q. Are you acquainted with sheep-skin, skivers, and fleshes?—A. I am.

Q. After books are bound can you make an examination of them, and, if bound in sheep, skivers, or fleshes, tell which of the varieties have been used?—A. I can.

Q. Please to make examination of the two books I present you, Nos. 2 and 10, from the Treasury Department—No. 2, record of letters, collector's office, and No. 10, impost-book, collector's office—and tell me what sort of leather has been used in binding, and what sort of leather is now on them.—A. The ends are American Russia. The sheep appears to be what we usually call fleshes.

Q. Have you made examination this morning, at the request of the committee, of blank-books bound at the Government office, and now in the office of the Sergeant-at-Arms and in the office of the Clerk of this House?—A. Yes, sir.

Q. What did you find the books bound in?—A. Apparently in American Russia and fleshes.

Q. Did you find any of those blank-books bound in what is known in your business as sheep?—A. No, sir; unless it be a very inferior article, bound smooth side in, buff side out, paste-washed, and treated like a poor quality of fleshes.

Q. Where are you now employed, and what is your position?—A. At Mr. Edwards's bindery, in Baltimore, as foreman of binding.

Q. What force do you work?—A. Between fifty and sixty hands. We have had as high as ninety-odd.

Q. Have you had in your employ men who had worked for a considerable length of

time in the Government office? And, if so, state whether they were skillful workmen or not.—A. Last week we had one, by the name of John P. Moran, who had worked in the Government bindery several years. The work done by him was of a very ordinary kind, and about one-fourth of the quantity which ought to have been done in that time—in one week. He earned actually \$8, but we paid him \$12.

Q. Had this man been employed for a long time prior to that in the Government bindery?—A. Yes, sir.

Q. Was he discharged from the Government bindery?—A. He was not; he left to go into the dry-goods business, but his friends persuaded him not to go into it at this time, and he made application to us for work.

Q. Is Mr. Moran still working for you? And if not, state the reason.—A. No, sir; for the reason he could not do the work of an ordinary hand.

Q. Have you heretofore had men employed in your bindery, under your direction, and have you been compelled to discharge them for want of skill and knowledge in the business?—A. Yes, sir; we have.

Q. Were those men, or any of them, after being discharged by you, employed in the Government office?—A. One in particular by the name of H. C. Hnut, whom we discharged. He came directly to Washington, and went to work in the Government bindery, and remained several years. We discharged him on account of inefficiency and want of skill.

Q. Do you know whether or not men are working in the Government bindery who are unskillful and inefficient, and who cannot earn to exceed \$1 a day?—A. Yes, sir.

Q. Would you employ those men in your bindery and give them \$1 a day?—A. I would not.

Q. Are they receiving \$4 a day in the Government bindery?—A. They are. They are not allowed to work for less.

Q. Are you acquainted with the use of gold-leaf in binderies?—A. I am.

Q. About what does the waste from gold-leaf amount to in the character of the work that is done in the Government bindery?—A. It yields, if carefully managed, about one fourth the amount used.

Q. Do I understand you to say that, if \$1,000 worth of leaf is used, by careful management the waste should yield \$250?—A. Yes, sir.

Q. Is it customary in binderies to allow the workmen to take to their own use the gold-leaf waste, or any part of it?—A. No, sir; I have worked at Memphis, New Orleans, Louisville, and Baltimore, and other places, but I never heard of that thing being done. I look at it in this light: that you might as well give the men the shavings from a book as the gold-waste.

Q. Suppose, in a series of years, that \$70,000 worth of gold-leaf had been purchased and used in the Government bindery; by careful management, what amount of money from waste should have been realized and returned to the Government?—A. At least \$15,000. I would be satisfied to work in the Government bindery for the gold-waste alone.

Q. The clerk of this committee, at the request of the committee, made an examination of the amount of gold-waste in the Government office, said to have been accumulated during the past seven years, and he found it 610 pennyweights of light gold, and 45 pennyweights of dark gold-leaf waste. Please state about what this waste would be worth in dollars and cents.—A. I never heard of the skewings of Florence leaf to be saved at all, it is of so little value. The gold, I should judge, would be worth in the neighborhood of 90 cents a pennyweight, or about \$40. If the 610 pennyweights were of the best light gold, it would be worth about 80 cents a pennyweight, or about \$488.

Q. Therefore, if the substance weighed by the clerk of this committee should prove to be all gold, what would be the aggregate value of it?—A. About \$528.

Q. What is the difference in the cost of fleeces and sheep per dozen?—A. Between \$6 and \$7 a dozen.

By Mr. SINGLETON:

Q. Taking the hands, that you have been acquainted with, that have been engaged in the Government bindery, what would be the price you would pay such hands per day in your bindery in Baltimore?—A. To tell the truth, some of them we would not have at all, and I do not know any of them that we would give over \$2.50 a day to, and very few we would be satisfied to give that to.

Q. Outside of the foreman in your bindery, what is the highest price you pay for skillful workmen?—A. We have never had any one there we paid over \$3 a day for ten hours' work.

Q. Suppose they only worked eight hours a day, what would you pay them?—A. Two dollars and thirty-three cents.

Q. Are the prices you pay for workmen in your establishment about the same as are paid in Philadelphia and New York?—A. I think they are. I know they are as far as relates to Philadelphia, but I do not know about New York.

Q. I understand, then, that for the finishers and best workmen employed in your establishment and Philadelphia, \$3 a day is the highest price you know of.—A. Yes, sir; for ten hours' work.

The committee hereupon took a recess.

At 4 o'clock the committee reassembled, and Mr. Johnson was recalled.

By the CHAIRMAN :

Question. Have you made an examination of blank-books, bound at the Government bindery for the various Departments?—Answer. I have. We went from here to the Pension-Office first. I examined books there, and found them bound in what appeared to be fleshes covers. We went from there to the Post-Office, I believe, and through various departments of the building, and examined them there also. They were bound in the same style, apparently with fleshes. I also went to various rooms of the Treasury Department, and found the books there bound in the same style. I went to the Patent-Office, in the Interior Department, and found the books there bound in the same manner. I found invariably the same thing.

Q. Did you find all the blank-books at the various Departments apparently bound with fleshes?—A. They appeared to be all bound with fleshes, with the exception of one, and that was dressed up so nicely that I would not say positively whether it was sheep or otherwise.

Q. How many books did you examine in the various Departments?—A. I should judge about fifty or sixty—at least that number.

Q. Were they different books?—A. Yes, sir. The only blank-books I saw bound with sheep in the style ordinarily employed by practical binders for that article were half-bound books, with a leather back and corners and cloth sides. They had real sheep on the back, but they were what we call the common half-bound book.

Q. Now, as to the various books which you say were bound in fleshes; are you positively certain that such is the case?—A. I am, sir; unless the sheep be placed on buff-side out, and treated as a common article of fleshes, which latter process I have never seen applied to sheep, and would amount to the most reckless and criminal extravagance.

Adjourned.

COMMITTEE ON PRINTING, April 18, 1876.

J. H. ROBERTS recalled.

By the CHAIRMAN :

Question. In your previous examinations before the committee, there were one or two matters left open; are you prepared to make answer in regard to them this morning?—Answer. I believe I am.

Q. You will please do so.—A. The question in regard to the cost of 75,100 copies of the Record, based on the calculation for the second session Forty-third Congress, I am prepared to answer :

The cost of sewing, based on that calculation, would be	\$2, 197 13
The cost of forwarding, based on that calculation, would be	12, 556 44
The cost of finishing, based on that calculation, would be	6, 524 00
The cost of thread, based on that calculation, would be	655 50
The cost of twine, based on that calculation, would be	164 32
The cost of cowhide, based on that calculation, would be	17, 927 76
The cost of gold, based on that calculation, would be	909 60
The cost of albumen, based on that calculation, would be	132 04
The cost of flour, based on that calculation, would be	65 04
The cost of sweet-oil, based on that calculation, would be	19 62
The cost of boards, No. 20, based on that calculation, would be	2, 860 85
The cost of marble-paper, based on that calculation, would be	594 18
The cost of labor, based on that calculation, would be	693 65

Q. Did you make an estimate of the cost of folding and sheet-work?—A. Yes, sir. The folding and sheet-work on that basis would be \$4,451.

Q. What does that item of labor include?—A. The smashing and sawing of the books, the principal part of it.

Q. Why is the item of labor not reported in the pay-rolls of employés of the office?—A. It is for the second session Forty-third Congress.

Q. Where did you get the data on which you have based the report you have just made to the committee?—A. The data was taken from the Congressional Printer's last report.

Q. Did you have anything besides the Congressional Printer's last report to verify the correctness of your estimate?—A. I looked at the pay-roll, too.

Q. Are you prepared to state the difference in cost between law-sheep and skiver in an octavo volume?—A. I have made it as near as I could; I guessed as closely as I could, from one-third to one-half.

Q. What would be the cost of an octavo volume bound in law-sheep? I am talking of the cost of the sheep.—A. In the neighborhood of from 23 to 25 cents.

Q. What would be the cost of skiver in an octavo volume?—A. A little more than one-half that, I think; about 12 or 13 cents.

Q. In the operations of the bindery of which you have charge, do you ever purchase ready-made cloth cases?—A. No, sir.

Q. You make all that you use in your own office?—A. I think so; I do not remember of ever purchasing any cases.

Q. Are you conversant with the purchases made for binding-materials?—A. Yes, sir.

Q. Please examine the last report of the Congressional Printer, and tell me the total number of pieces of cloth purchased?—A. About 736 pieces.

Q. Can you tell me what amount of cloth it takes to bind one ordinary volume of the abridgment?—A. I cannot very well answer this question here.

Q. Please examine a report of binding furnished me by the Land-Office, which I hand you. Look at requisition 9518, two books, bound at a cost of \$24.90, or \$12.45 each. Then refer to the second requisition, No. 9560, where 200 of the same books were bound at a cost of \$812.40, or \$4.06 and a small fraction apiece, and tell me why the difference was made in the charges, one costing over \$12 and the other costing but little over \$4 apiece?—A. I cannot tell here. I presume there is a good reason, but I am unable to say here. I will make answer to that question to-morrow; there is either an error, or a good reason for it.

Q. Give me an estimate of the items that go to make up the charge for binding one blank-book of 500 pages, Russia bands and ends, 12 by 18, on first-class paper, 36-pound medium, including the cost of paper.—A. Paper, about \$3.75; ruling, from \$2 to \$4; forwarding, about \$1; finishing, about 75 cents; sewing, about 40 cents; boards, about 50 cents; other material, about 50 cents; leather, about \$2; making a total of \$10.90 to \$12.90.

Q. Have you included paging?—A. No, sir.

Q. Have you included thread and slips?—A. They are included in "other material." I have included thread, slips, glue, &c.

Q. Does that item of 50 cents include waste-paper lining?—A. The matter of paper is included, as nearly as I can get at it, in the \$3.75.

Q. What kind of leather have you calculated for?—A. For full sheep and cowhide.

H. C. ESPEY sworn and examined.

By the CHAIRMAN:

Question. How long have you been employed at the Government Printing-Office, and in what capacity?—Answer. Since June, 1861, in the capacity of a book-binder.

Q. What kind of leather have you used there?—A. Since working on blank-work, nothing except sheep-skins, Russia, and what is termed cowhide Russia. Some genuine Russia has been used, but mostly cowhide.

Q. Have you ever used fashes?—A. No, sir; I never put fashes on a blank-book since I have been there.

Q. Are you acquainted with the various kinds of leather, such as law-sheep, skiver, and fashes?—A. Yes, sir.

Q. Have you ever worked in fashes?—A. I did some little when I worked for my father, and some little when I was first in the trade.

Q. Do you use first-class sheep in binding blank-books in the Government office?—A. Yes, sir; I consider it first-class sheep.

CHARLES S. WILLIS sworn and examined.

By the CHAIRMAN:

Question. Are you employed in the Government office? and, if so, state how long you have been there and your position.—Answer. I went there in February, 1864. I am a blank-forwarder.

Q. Are you acquainted with the various kinds and qualities of sheep?—A. Yes, sir.

Q. What kind or kinds do you use in executing blank-book binding?—A. Sheep and Russia.

- Q. Do you use any fleshes?—A. No, sir.
- Q. Have you ever used any fleshes?—A. Not since I have been on blank-work.
- Q. What side of the skin do you put out?—A. The buff side. Then it is paste-washed and goes to the finisher.
- Q. In using sheep for blank-binding, do you put the flesh side out?—A. We put the buff side out.
- Q. Is that the outside of the skin or the inside?—A. The inside, I suppose.
- Q. Do you know whether it is or not?—A. Of course I do. The smooth side goes next the book and the buff side out.
- Q. What process does it go through in finishing?—A. That I cannot say. I am not conversant with the finisher's duties.
- Q. Is it paste-washed?—A. It is.

ALEXANDER ELLIOTT, Jr., sworn and examined.

By the CHAIRMAN :

- Question. Are you employed in the Government Printing-Office?—Answer. I am.
- Q. What is your position?—A. I am foreman of the stereotype foundry.
- Q. How long have you occupied this position in the Government office?—A. I went there about 1869, and have been there ever since.
- Q. What forms do you stereotype, and what is the order in regard to your stereotyping?—A. I do not know how I can give an answer to that question, what forms do I stereotype. Very often parts of work are sent in as a matter of relief for the type. So far as I understand, I state that all blank work, where the number is lengthy, I stereotype, where the forms are not so large as to prevent my stereotyping, which is very often the case. My impression is that they send in for stereotyping all long numbers where I am enabled to make the plates.
- Q. What size forms do you stereotype?—A. About 11 by 17, as nearly as I can recollect.
- Q. Will those figures include the majority of forms in use in the various Departments?—A. I am not able to answer that question, because the job-work never comes under my observation, except that portion of it that comes to my room. I know a good deal of work goes to press in type. I will state that a large proportion of the blanks we stereotype is for the Pension-Office, the Land-Office, and the Post-Office. My judgment is that that is the heaviest portion of the work we stereotype. We do more or less for the different branches of the Treasury, and for all the different Departments.
- Q. Do you stereotype what are known as permanent blanks, those of which great numbers are used, and frequent orders made?—A. Yes, sir.
- Q. Can you give me an estimate of the number of forms of which you have plates of various blanks for the Departments?—A. I cannot. I can form no estimate whatever, for this reason, that they are all shelved there, and are culled over every few weeks, and portions of them thrown out as useless. I simply know that there are tons of metal in job plates. I have no charge of the plates after they pass from the foundry.
- Q. Do you make duplicate plates?—A. Yes, sir.
- Q. What is the cost to the office for making a plate of blank work that will contain 6,000 ems? I mean the ordinary work that is stereotyped, say a blank 8 by 10.—A. Eight by ten would be \$1.20; 5 by 8 would be 65 cents; 3 by 4 would be 35 cents.
- Q. Do you report to the Congressional Printer, or the chief clerk, or the foreman of printing, the cost of making the various plates used in the office?—A. I make no report when I do the work, but they come to me for the cost of the stereotyping on each work, when they are charging up.
- Q. Do you make an estimate of the cost in all instances where the same plate is used in reproducing a job several times?—A. That does not come under my province, at all. The plate, so far as I know, is charged but once. I make the charge on the job when stereotyped, and report the cost but once.

EDWARD E. BUCHECKER sworn and examined.

By the CHAIRMAN :

- Question. Are you employed in the Government Printing-Office?—Answer. I am.
- Q. How long have you been employed there?—A. Four years and one-sixth.
- Q. What duties have you performed while there?—A. When I first went there I cut leather, such as is required for the corners and backs of books. For some time past I have been delivering documents to the various Departments and to the Senate and House.

Q. Are you acquainted with the various kinds of leather used in the Government office?—A. I am acquainted with that which I cut.

Q. Do you know anything about fashes?—A. I do.

Q. Do you know whether it has been used out there?—A. I saw some, but not in any great quantity.

Q. Was it used in blank-work?—A. It was used, but I do not know on what it was used.

Q. What has been the quality of leather used there, so far as the same has come under your observation?—A. As a general rule the sheep was good. The Russia, at times, was not of the best quality—that is, the American Russia. The Russia proper is, some of it, very poor.

Q. You say that you are acquainted with sheep; please state the kinds and qualities that you have used there.—A. The sheep-skin proper is that which is not split; and of that which is split the outer part is called the skiver when stretched, and the inner part makes the fashes. I have used roan-skiver and roan. I have used sheep, skiver, and fashes.

Q. Have you had any binding done for your own use at the Government bindery?—A. I have.

Q. Have you always paid for the binding you have had done there?—A. Yes.

Q. How often have you had binding done there?—A. I do not recollect exactly, but my receipts will show for that.

Q. Have you any receipts?—A. I have.

Q. You will please produce such receipts as you have.—A. I have here one receipt for \$3, dated October 6, 1873, for binding two volumes. Received payment. (Signed) H. H. Clapp, for the Congressional Printer.

The CHAIRMAN. The receipt, marked "Exhibit DD," is herewith filed.

Q. Have you any receipts besides the one you have presented?—A. Not that I can furnish. When I went home last fall I destroyed a good many of my receipts, and this one was, by chance, in a book.

Adjourned.

COMMITTEE ON PRINTING, April 19, 1876.

H. T. BRIAN sworn and examined.

By the CHAIRMAN:

Question. Are you employed in the Government Printing-Office?—Answer. I am.

Q. State what position you hold and how long you have held it, and the duties incumbent on you by reason of it.—A. I am foreman of printing; I think my appointment dates from 1st November, 1871; my duties are to take charge of all the printing matter, to see that it is properly printed, and put it where it properly belongs, or, in other words, to take complete charge of the printing department, under Mr. Clapp, with the aid of my assistants.

Q. Do you make the charges for all composition, or do you examine the charges after they are made?—A. Neither; except when cases are referred to me. As a general rule, I do not.

Q. How are charges determined for composition?—A. The Congressional Printer, I think, has laid down the rule to charge composition on book-work at 60 cents per thousand, and, for job-work, the time actually consumed by the compositor.

Q. Is this rule carried out?—A. Yes, sir; to the best of my knowledge and belief. It is varied sometimes. For instance, I had a job the other day from the State Department which cost \$61 to correct the proofs. I made a memorandum of it, and asked to have it added. The job is not complete yet, but I suppose it will be; that is how we do.

Q. From whom does the book-keeper, or whoever enters the charge for composition or time employed in doing a job, get the information to enable him to make the charge?—A. In book-work, the book-keeper measures it. If he wants time charged on it, he puts on the jacket "charge time." If that is not done, we take it for granted he is going to measure the job. In job-work, unless the clerk is going to measure the job, he puts on the jacket "compositor charge time," and the compositor keeps the time and marks it on the back of the jacket, and he takes the time from that.

Q. What understanding do I have from you in regard to the rule for charging on jobs that have to be stereotyped?—A. The charge is 60 cents for sending a stereotyped job to press.

Q. That would be the charge, no matter how many thousand ems it made, if it comes under the head of job or blank work?—A. Yes, sir.

Q. When you receive orders that you expect to have repeated, do you order it to be stereotyped?—A. Always, or save the type.

Q. When you save the type, what is the charge when a job is ordered a second or third time?—A. Merely the time for imposing and sending to press.

Q. Do you ever charge for composition at the second order for the same job when stereotype plates or forms in type are used?—A. Never, unless the plates have been worn out and mashed, and it is necessary to reset it.

Q. Please refer to the books of the Government Printer and state to the committee if composition is charged as you understand it ought to have been charged, and as you have testified was the rule; that is to say, whether the job on the second or third order, if it has been stereotyped, has been invariably charged but 60 cents.—A. I do not find any such charge on the books, as I stated was the rule. I may be allowed to add to this, after refreshing my memory at the office, I can cite cases where they are charged in accordance to the rule.

Q. Have you ever before this time examined the books where those charges are made?—A. I have never examined for anything like this. I am perfectly familiar with the clerks, and can go and take down the books and look for anything I want.

Q. Have you ever before had your attention particularly called to the question of charges for composition on stereotype-plates or matter that was kept standing?—A. I have not.

Q. Why was composition in full charged on each of the four editions of the Congressional Directory for the first session of the last Congress, the last two of which required but few changes?—A. There are a good many corrections in the Directory; not a page or hardly a name that is not corrected more than once. By corrections I mean changes. No matter how long a Senator has served, there is always something to be changed. The title-page and everything is changed. The first time composition does not begin to pay for it, and I doubt whether we come out whole in charging for each edition.

Q. If that be the case, why was not the full charge made against the first edition?—A. When they went to charge the matter up, four editions had been worked. I believe I advised them to charge composition on each one, and it would come out about even. I take the responsibility for that.

Q. I find by reference to the Congressional Printer's book that two editions of the directory were issued for the second session of the Forty-third Congress, for which composition in full was charged every time. What explanation is there of this?—A. The same explanation.

Q. It appears by an examination that there were but few changes, particularly in the last two editions.—A. I have never seen a directory yet that had few changes in it.

Q. Was the charge for composition in every instance in full, made from a computation of the time used in preparing the directory for the press?—A. No, sir; the time was not kept. It was understood that we were going to charge composition for the whole edition, and we did not think it necessary to keep the time.

Q. Is the Supreme Court work done by piece or day hands?—A. By piece-hands, though we vary from it sometimes.

Q. What do you pay the hands engaged on this work per thousand?—A. Sixty cents.

Q. Does that include proof-reading?—A. We pay the hands 60 cents, and the proof-readers \$4.66 a day.

Q. Explain why you charged only sixty cents, when the composition alone, without proof-reading and making-up, cost you that?—A. I always stated that the work lumped could be done for 60 cents. The matter is measured in the galleys. There is enough made off the head and foot lines and the short pages to pay for making it up. The supposition is that 60 cents will pay for all the composition, proof-reading, sending to press on all work done in the office, and that is lumped in with the balance.

Q. Do your books, showing charges against Supreme Court work, give a correct exhibit of the cost of that particular work?—A. The books of the office show that we charge for that work 60 cents per thousand. We pay the compositors 60 cents per thousand. We have the matter to read after that, in addition.

Q. The book containing the charge for Supreme Court work there does not show the full cost of such work?—A. I do not believe it does.

Q. In regular annual or monthly jobs, such as the Army Register, the Navy Register, the stations of Army officers in Washington, &c., do you keep the type standing, or do you distribute it after each job is worked?—A. We keep the Army Register standing, and we keep the Navy Register standing. In the Army Register there is something to be made in keeping it standing. In the Navy Register there is nothing. Barclay's Digest, part of it is stereotyped, and part of it is set.

Q. Do you make charges for composition in full every time that those jobs are put to press? I refer to those which are kept standing in type.—A. The Navy Register, my impression is, they charge full composition on. In the Army Register, since the appropriations made for each Department, they measure the time consumed on it. Barclay's Digest during the first years I set up and stereotyped; full composition is charged for it, I think. During latter years I think only the composition is charged that I have done on it. Whatever charge is made on the Army Register and Barclay's Digest, I take the responsibility of.

Q. Are the corrections numerous in the different editions of Barclay's Digest?—A. Yes, sir; the last one more so than any other.

Q. Why do you charge for full composition in every case?—A. If it is charged in every case, I told the clerk to do it.

Q. Was the composition on the Revised Statutes done by piece or day hands?—A. Day-hands.

Q. Why did you only charge 60 cents per thousand ems for composition; why did you not add for proof-reading, revision, making-up, &c.?—A. The same answer that I gave before, that we supposed that 60 cents per thousand on all work would cover the proof-reading, making-up, and sending to press.

Q. If the composition of the Revised Statutes was done by day hands, did not the composition in reality cost you more than 60 cents per thousand on that particular work?—A. No, sir.

Q. What amount of composition do you require from those engaged on solid matter?—A. We require that they should do \$3.50 worth, or 5,800 ems a day.

Q. Do you consider the Revised Statutes solid or fat matter?—A. I consider the Revised Statutes, with side-notes, fat.

Q. Without side-notes?—A. Without side-notes it is very good matter, and a man ought to make his \$4 a day on it.

Q. Did you require the men setting the matter, other than side-notes, to set more than 5,800 ems?—A. I did not require them, though I believe they did.

Q. Did the same man who set a page of the Revised Statutes put into type the side-notes for the particular page or pages he set?—A. No, sir; we divided them.

Q. To come back to Barclay's Digest. I find, by reference to the book of charges of the Congressional Printer, that \$472.20 was charged for composition, on the Digest, for the first session of the Forty-third Congress; and for the second session of the Forty-third Congress, \$201.30 was charged as the cost of composition. Can you explain the discrepancy in the charges?—A. I suppose the first charge is merely for the Digest; the next one they charge the whole book. Whatever way they did it, no doubt I told them.

Q. Why would it be charged in one instance and not in another?—A. I do not know.

Q. Do you ever have matter in foreign language to set?—A. Yes; frequently.

Q. What is the rule as regards pay?—A. A price and a half.

Q. Does this apply in all cases where a German is called upon to set in German, or a Frenchman in French?—A. Certainly.

Q. Where it is possible, do you always give this matter to hands conversant with the language?—A. No, sir; I find that they cannot get along with it any better than the others.

Q. If persons not masters of the language in which the copy appears undertake to compose the matter, does not the composition cost you more than the price paid on account of the slowness in which it is set?—A. If good copy, it does not.

Q. Have you been compelled, in various cases, to take a Spaniard, or other foreigner, from his case, and have him hold copy for the proof-readers to revise the proofs?—A. Yes, sir.

Q. How do you pay this man during the time he holds copy?—A. At the rate of \$4 a day.

Q. What is the rule of the Typographical Union in reference to the setting of type in a foreign language?—A. A price and a half.

Q. Does each succeeding "order of business" for the House of Representatives contain matter that was in the preceding one?—A. O, yes.

Q. Do you invariably charge full composition for that work?—A. I think so.

Q. In the general appropriation bills, which are printed from four to six times, do you charge composition in full in every case, when page after page contains no corrections?—A. I never saw an appropriation bill that did not have changes in every page.

Q. Do the changes amount to as much as the original composition costs?—A. Very nearly. An appropriation bill or any other bill has to be slugged out. It has to be lifted line by line. We cannot tie them up with slugs in them.

Q. Examine "H. R. 3618," second session, Forty-third Congress, being the legislative appropriation bill. I hand you four copies in which the changes do not appear to be very extensive, at least not so great as to warrant a charge for composition every time. It appears by reference to the books that full charges were made for composition in each case. Give an explanation of why this was done.—A. The matter is tied up without slugs. It has to be slugged out. The figures run from beginning to end, clear through the bill. I think it is proper and correct to charge composition.

Q. What rate per thousand do you charge this and other jobs, of a similar nature?—A. Sixty cents.

Q. Measuring the slugs?—A. Measuring the page.

Q. Is it not remarkably fat matter?—A. Yes, sir. It always has to be done in the night-time, in a hurry.

Q. Suppose work is spoiled by a compositor, is he compelled to pay for it, and, if so, in what manner?—A. We have very little work spoiled. If it is, it is deducted from his pay.

Q. If a compositor earns \$100 in a month and spoils \$10 worth, does he receipt for the \$100 or for the \$90?—A. For the \$90.

Q. Have you had any considerable amount of work spoiled during the last two years?—No, sir; nor any year. We have very little work spoiled.

Q. Suppose the error occurs through the fault of the Department or the officer of Congress ordering the work, how does the charge appear in that case?—A. The charge is the same as if it were a new job.

Q. What forms are kept standing in type?—A. The Congressional Directory is standing in type, not in chase. It is wrapped up in paper. The first part of Barclay's Digest is stereotyped; the latter part was stereotyped, but we could not use it; I guess I melted the plate up; it was useless. The Navy Register and the Army Register are standing; the list of members and the list of committees of the House are kept standing; we get an order for them every two or three days.

Q. Every time the latter copies (the list of members and the list of committees) are ordered, do you charge for composition?—A. No, sir. I suppose there are some other forms standing, but I do not recollect them.

Q. What do you pay for proof-reading?—A. Four dollars and sixty-six cents a day.

Q. As a rule, what do you pay per day for work?—A. Four dollars.

Q. Do you pay any workmen more than \$4 a day?—A. Yes, sir; we pay the makers-up \$28 a week, and the time-keeper \$26 a week. That, with the exception of the assistant foreman, and electrotyper, and I think one stereotyper who gets \$4.16 a day, is all.

Q. Does the list you have enumerated embrace all who receive over \$4 a day?—A. I think so; I cannot call to mind any others.

Q. Do you inspect all purchases made on your requisition?—A. I do not. If it is a piece of machinery I go to the machinist, and if he says it is all right, well and good.

Q. How about the paper?—A. I do not inspect any paper. I take such paper as I get out of the warehouse.

Q. Who do you authorize to inspect it?—A. The chief clerk inspects the paper when it comes.

Q. Who is chief clerk?—A. H. H. Clapp.

Q. Are the goods delivered always of the best and at the lowest market-price for that grade of material?—A. I do not know anything about the price. I make the requisition and the goods come to me and I receipt for them. I always try to get the best, and if it is not the best I make complaint.

Q. On whose certificate do you sign the receipt for goods purchased on your requisition?—A. I do not sign it on anybody's certificate. I do not sign it till I know the goods are there.

Q. Do you make examination as to the quality and satisfy yourself that your requisition has been properly filled before you sign the receipt?—A. Yes, sir; with the exception of machinery.

Q. What books do you keep in your department or branch of the office?—A. Merely blotters, to show the entry of the document by number and title.

Q. Do you keep more than one book?—A. I keep what is known as the Congressional book, which is simply the title and number of the documents. There is a book kept in the job-room showing an entry of every job coming in. Every job is numbered except the congressional documents; those include all the books I keep there.

Q. You have charge of the general management of the press-room, have you not?—A. Yes, sir.

Q. What is the rule with regard to charging for press-work?—A. For book-work, 75 cents per token; that includes press-work, dry-pressing, and folding. Job-work, 50 cents.

Q. Suppose they are single-page reports, that is, composition on one page, and several of them are printed at once, say 16 in one form, or 8 in one form, 1,900 copies of each, and that the entire 16 or 8 will be printed at one impression, at one time, do you charge for press-work on each one of those reports?—A. My impression is that they do.

Q. What is the reason for that? We will take for example a form containing 8, with 1,900 impressions on the press. You turn out 1,900 sheets containing 8 forms. After those are cut, an examination of the books shows that you have charged press-work eight times, or for each one of them separate?—A. I don't know. I don't make the charges.

Q. Is there any reason or justice in making such a charge?—A. If you want to get at the exact cost, there is not.

By Mr. SINGLETON:

Q. About what amount would composition of the Digest, taking it altogether, cost?—A. About \$900.

Q. I find that for the second session of the Forty-third Congress, the Congressional Printer has charged \$-01.30 for composition of Barclay's Digest and Rules; does that cover the full amount for composition as though the whole of it had been set up?—A. I think it does.

Q. Are there not large portions of that Digest, say nine-tenths of it, which are not necessary to be set up at each session of Congress?—A. Not at all; always one-half of it is set up.

Q. Do I understand you to say that Barclay's Digest is so changed that one-half of it is not the same as it was in the previous edition?—A. No, sir; I do not pretend to say any such thing.

Q. How, then, can you say that it is necessary to set up one-half of the Digest for each new edition?—A. The latter half I found necessary to reset.

Q. I find that for the first session of the Forty-third Congress, you charged for composition \$472.20; did that pay for all the composition that was necessary in that edition of Barclay's Digest?—A. I suppose so.

Q. Were the changes in the next edition of it—the last session of the Forty-third Congress—any greater than they were in the other edition?—A. I do not recollect that they were.

Q. Then how does it become necessary to charge \$301.30 for the edition of the second session of the Forty-third Congress, and \$472.20 for the edition of the first session of the Forty-third Congress?—A. I suppose on that edition composition was charged on the whole book.

Q. Please explain to the committee why there should have been this difference in the charges.—A. I cannot recollect why there should have been any difference.

Q. Do you know of any satisfactory reason for that charge?—A. I do not.

Q. Was there any more reason why it should have been charged for the last edition than for the first?—A. I don't know of any.

Q. Is there not a large portion of Barclay's Digest, and of the Congressional Directory, which is kept in type, or stereotyped, from year to year, where composition is not necessary?—A. The Congressional Directory is kept in type; Barclay's Digest is not; the first half of Barclay's Digest is stereotyped. If I said before that Barclay's Digest was in type, I misstated it—that is, the last half of it.

Q. Is there, in the first half, any reason why there should be a charge made for composition?—A. No; no reason why there should be a charge made for composition.

Q. In the Congressional Directory, is there any reason why composition in full should be charged from session to session, and for each edition of that Directory?—A. The first edition of the Congressional Directory two prices will not pay for. I think it will take three.

Q. What do you mean by two prices or three prices will not pay for it?—A. I mean charges double or three times.

Q. Is not the charge entered on the books for composition as the charge is entered for composition in every other case?—A. As to the first edition, merely composition; the actual number of ems without regard to the changes.

Q. If a full charge for composition for the whole work be made for the first edition, why should you say that it takes three times as much to pay for it?—A. The first edition would take from \$1.20 to \$1.50 to pay for it; we only charged 60 cents, and calculated to make it up on the next edition.

Q. Do you not get your matter set up at 60 cents per thousand?—A. We do not get our corrections set up for that.

Q. Do you charge for corrections on the book?—A. They ought to be charged. They would be charged if we did not lump it.

Q. Then I understand you that you are not in the habit of making charges for each portion of the work you do, but you lump it.—A. That is the way with the Congressional Directory.

Q. Do you not understand that it is the duty of the Congressional Printer to so make his charges and present his accounts with his annual report to Congress that it can be understood what we are paying for the different kinds of work done in the Congressional Printing-Office?—A. I understand that it is his duty to report what the various works cost.

Q. How is it possible, then, for Congress to judge of the responsibility of work done in the Congressional Printing-Office if you lump your charges, as you have stated you do?—A. We lump them on one job; we would not lump that job with something else.

Q. Is this the only job you do where you lump the charges?—A. We charge the work at 60 cents. What we lose on the lean we gain on the fat.

Q. Do your books, then, show in any instance the cost and detailed statement of any job of work done in that office?—A. They will show the approximate cost.

Q. Could any expert in book-keeping take the books kept in the Congressional Printing-Office and figure out under each head what any job of work has cost?—A. He could not on one job; he could on the whole.

Q. What do you mean by "he could on the whole"?—A. On the whole amount of work done.

Q. Where errors have been made in the cost of composition, or binding, or any other item going to make up the expenses, could any expert tell when and how those errors have occurred?—A. I don't believe he could.

Q. Don't you know he could not?—A. I don't believe he could.
 Q. In regard to the charges for the press-work, don't the books of the Congressional Printing-Office show that charges have been made for more press-work than has absolutely been done in the office?—A. The books show press-work on every job. The fact is, we combine the jobs where they can be combined.
 Q. When you combine them and make but one impression, turning out eight separate jobs, do you not find the press-work charged eight times on that particular job?—A. Yes, sir.
 Q. Do or do not those books convey a false impression by their charges on press-work?—A. Yes; I believe they do.
 Q. Is there any more labor in making an impression where you have combined eight forms of one page each than there is if you had but a single form?—A. No, sir.
 Q. Is it not true, then, that the books show that there are seven improper charges for press-work out of eight, where you combine them in that way?—A. I am not prepared to say that they are improper charges. That is a question for the Congressional Printer to decide, whether it is improper or not.

By the CHAIRMAN:

Q. Do not the books show that there are charges for eight impressions, while there has been in fact but one?—A. They do.
 Q. What is the "regular number" printed?—A. Nineteen hundred.
 Q. In making your combinations for press-work, do you usually put into that combination forms of documents, the regular number of which is to be printed, that is, nineteen hundred?—A. Yes, sir.
 Q. What is the charge for one form of nineteen hundred impressions?—A. The books show \$5.70 for nineteen hundred.
 Q. What would be the charge for a combination of eight documents in one form, as appears from the Congressional Printer's books?—A. The Congressional Printer's books show that he charges \$5.70 on each document.
 Q. Then it appears from the books that for one impression he charges eight times?—A. I think so. Yes, sir.
 Adjourned.

On the morning of the 20th the following letter was received:

"OFFICE OF THE CONGRESSIONAL PRINTER,
 "Washington, April 20, 1876.

"SIR: Referring to the question propounded to me yesterday, when before your committee, as to what employes in this office receive more than \$4 per diem, I have the honor to state that my answer, as then given, was incomplete, and I desire to correct it as shown in the accompanying statement.

"Very respectfully,

"H. T. BRIAN,
 "Foreman of Printing.

"Hon. JOHN L. VANCE,
 "Chairman Committee on Printing, House of Representatives."

STATEMENT ACCOMPANYING LETTER FROM H. T. BRIAN.

	Compensation,
Foreman of printing, per annum	\$2, 100 00
Assistant foremen, per diem	5 33½
Electrotyper, per diem	5 83½
Preparer of copy, per diem	5 00
Proof-readers, per diem	4 66½
Revisers, per diem	4 66½
Makers-up, per diem	4 66½
Makers-up, per diem	4 16½
Time-keeper, per diem	4 33½
Assistant in press-room, per diem	4 66½
Engineer, per diem	5 00
Assistant engineer, per diem	4 66½
Deliverer of work, per diem	4 66½
Superintendent stereotype-foundry, per diem	5 16½
One journeyman stereotyper, per diem	4 16½

Record-room.

	Compensation.
Assistant foreman in charge, per diem	\$6 00
Assistant, per diem	6 00
Proof-readers, per diem	6 00
Makers-up, per diem	5 66½
Copy-holders, per diem	5 00

COMMITTEE ON PRINTING, April 20, 1876.

LEWIS A. LIPMAN sworn and examined.

By the CHAIRMAN :

Question. State your name and residence.—Answer. Lewis A. Lipman; business-residence is in New York City.

Q. In what business are you engaged?—A. In the blank-book business.

Q. How long have you been engaged in the business?—A. Some fifteen years or more.

Q. With what firm are you now connected?—A. Boorum & Pease.

Q. Does this firm do a large amount of blank-book binding?—A. They are the largest blank-book binders in the country.

Q. Are you familiar with the various articles used in binding?—A. I am.

Q. Are you familiar with the prices of binding and binding-materials?—A. Yes, sir.

Q. Do you use sheep or fashes in full-bound blank-books?—A. We use fashes exclusively.

Q. Is it the general custom throughout this country to use fashes in full-bound blank-work for binding?—A. Yes, sir.

Q. Does fashes serve the same purpose as sheep?—A. It does.

Q. And if properly put on will they last as long on full-bound blank-work as sheep?—A. To all practical purposes they will.

Q. Have you examined various samples of full-bound blank-work from the Government bindery?—A. I have.

Q. What do you find them to be bound in?—A. The full-bound books are bound in full sheep, the flesh side out, the smooth side in. In some cases they are what we term paste-washed on the flesh side, giving it a smooth finish.

Q. After your examination, and finding that full sheep has been used, buff side out, in the manufacture of full-bound blank-books at the Government bindery, to what conclusion would you come as a binder of long experience?—A. I should say it was needless extravagance, the price of the fashes alone being about one-half the price of the sheep, thereby making the leather cost nearly double what it should cost.

Q. Have you examined the prices charged by the Congressional Printer for various blank-books for the Treasury Department, and other books for the Patent-Office?—A. Yes, sir.

Q. Have you made a careful calculation and ascertained the prices you would charge in your establishment for doing the same work?—A. I have.

Q. What overcharge, as compared with your prices, has the Government Printer made for the work which you have examined?—A. Very nearly 100 per cent.

Q. Have you left a margin for profit in the prices you have estimated at which the work could be done at your establishment?—A. Yes, sir.

Adjourned.

COMMITTEE ON PRINTING, April 21, 1876.

JOHN LARCOMBE sworn and examined.

By the CHAIRMAN :

Question. What position do you fill in the Government Printing-Office?—Answer. That of clerk.

Q. When were you appointed clerk?—A. On the 1st of April, 1861. I have been there since it was a Government printing establishment. I have been in my present position since 1st of April, 1861.

Q. What are the duties of your position?—A. I may say many, but the most important one which I can think of, certainly the most important one I have to perform, is that of making out the pay-rolls, and paying off that establishment. Whatever relates merely to the money transactions of the office is my business. Nearly everything relating to the money transactions is mine, or part of mine.

Q. In the purchase of paper and other material, do you make out the account, and, if so, is a check issued to the person from whom the purchase is made?—A. Not in all cases. In regard to the paper, which is, of course, the item of the greatest magnitude in connection with the establishment, in no case is any money used by the Congressional Printer. The law requires that he shall issue a certificate; he certifies that A B and C, or either of them, have furnished so many reams of paper. The account is made out first on a certain blank form; attached to this is this certificate, which is filled up. The certificate goes to the Treasury Department through the hands of the accounting-officers. The Treasury Department then transmits to the party a draft for that amount, provided the account is found to be without errors. This applies only to paper purchased under contract. I make out the accounts in all cases, except for litho-

graphing, engraving, and little accounts of the office for contingent expenses. The first thing the Congressional Printer draws is a check for the amount to be paid to John Smith; I go to the Treasury, get a draft for that amount, and forward it to him. All others, excepting the accounts under contract, are paid by the Congressional Printer directly.

Q. Do you, as disbursing-clerk, make out the checks?—A. I fill up all the checks. In the fall of 1874, and the spring of 1875, sickness rendered me unable to perform any duties.

Q. During your absence, on account of sickness, who performed your duties?—A. Mr. H. H. Clapp.

Q. Do you always make out checks for amounts exceeding \$20?—A. Always, with perhaps very few exceptions.

Q. Do you know of instances where you have paid persons large amounts in cash? And if so, state to whom and when.—A. The only instances I can think of are, that on several occasions I paid Messrs. Wheelwright, Mudge & Co. moneys out of the safe when we had no money in the Treasury; I may say it has been several thousands, and I may also say it was done on several occasions, but it was an exception to the rule.

Q. Have you ever heard complaints made in regard to the quality of the material purchased; and, if so, when, and what were the articles complained of?—A. I do not recollect anything excepting that sometimes the paper is not up to the standard; it may lack something. That is the only thing I can think of.

Q. When this was the case, did you return the paper or did you use it?—A. If it were lacking as to quality, I have known instances where the paper was simply rejected out and out. If on account of weight, the quality all right, deduction was made on account of the weight.

Q. The full price was not paid?—A. Not by any means.

Q. Did you ever reject paper?—A. I have nothing to do with receiving or rejecting paper.

Q. Did you ever pay for paper that had been rejected at first?—A. I don't recollect such cases.

Q. Does Mr. A. M. Clapp or his son inspect the paper received?—A. His son does.

Q. Does he ever accept paper after it has once been rejected?—A. I never knew him to do it.

Q. Who decides the price to be paid for paper that does not come up to the standard, if such paper is used?—A. He who inspects the paper.

Q. After paper is received and inspected what becomes of it?—A. It remains in the ware-room until it is used.

Q. How is it taken from the warehouse, by requisition or otherwise?—A. On requisitions.

Q. Do you require requisitions to be made in every case, and does each order state the quantity of paper required for each book or publication?—A. For four kinds of paper, in all cases, requisitions and receipts for each and every day's delivery. The requisitions and receipts do not state for what book or publication that paper was issued; that would be an impossibility.

Q. When large editions are to be printed, what is the custom as to issuing requisitions for paper?—A. The same answer precisely.

Q. In making up the books of accounts of the office, how does the book-keeper ascertain the exact amount of paper used in printing any particular book or other job?—A. The book itself will tell for itself how much paper was required for that. There is a clerk whose duty it is to keep an account of the printing of the documents, &c., and his mode of ascertaining the fact is to have the book before him, and it is on that book that he makes his calculation.

Q. Do I understand you that when the book is printed the number of copies is returned to the clerk, together with a copy of the book, and he makes the calculation, and charges the paper used in the production of the book?—A. Yes, sir.

Q. How does he divide the paper—that is to say, how does he tell how much of class No. 1, or of class No. 2, or of class No. 3 has been used?—A. Of my own knowledge, I do not know that; that is the business of another person, who keeps those accounts, receives those documents from the printing-office, and makes the accounts.

Q. Who is the person that makes this calculation and keeps this book?—A. H. H. Clapp.

Q. Do I understand you to say that you simply take up on your books all papers that come to your office, whether purchased by contract or in open market; that you take up on your books all amounts, day after day, drawn in bulk for Congress work, and that you have nothing to do with the issuing of the paper for the Executive Departments?—A. That is right.

Q. Suppose an error occurs in printing congressional work, necessitating an additional issue of paper, where does that error or a correction of it appear?—A. I cannot answer.

Q. Who can answer this question?—A. I presume, in that case, that that fact would

be known in the office, and that that calculation would be made, but by whom, I cannot say.

Q. Unless an entry appears showing a history of the case where paper has been destroyed, how would it be possible to make the paper-accounts of the office balance?—A. I cannot imagine, if there was no entry.

Q. Are the requisitions for paper for congressional work numbered?—A. Every one of them.

Q. What becomes of those requisitions—are they preserved?—A. They are.

Q. Suppose a pressman spoils papers, how do you deduct from his pay the amount that he is charged with?—A. If his pay was \$100, for example, and he spoiled \$5 worth, I would take it out of his time.

Q. How, then, would you account for the paper destroyed?—A. I would not at all.

Q. What account, if any, is shown by the books of the office of that particular matter?—A. I don't know, sir.

Q. Would it be possible to make the books of the office show a correct paper-account unless some record were made of the destruction of paper by hands and their paying for the same?—A. I should say not a perfect account.

Q. How do you balance your paper-account?—A. First, by ascertaining the balance by the book; second, by actual count, that is made from time to time.

Q. Does your balance relate to anything else except what you receive and what is issued in bulk to the printing-office?—A. And nothing else.

Q. Do you keep the book in your office showing the amounts of money paid or deducted from the pay of the employés for materials spoiled?—A. I do not.

Q. Do you know whether a book is kept in the office showing that?—A. I do not.

Q. Do you know of any one instance where certain articles were purchased which were reported and charged as something else than the article or articles actually purchased?—A. I do not.

Q. Do you recall any instance where books were purchased and, instead of being reported as books, returned as paper purchased?—A. I don't know of anything of the sort.

Q. Do you compare the books, say of Congress work, in regard to the amount of paper used on each document, and the total amount, to see if they agree with what you have issued of Congress paper?—A. I do not.

Q. Do you know whether this comparison is made by any one in the office?—A. Not to my knowledge.

Q. Is there ever an investigation instituted, or inquiries made, to ascertain whether the amount of paper issued in bulk by yourself compares with the amount charged on the books of the office as having been used?—A. That may have been done; it may be done without my knowledge.

Q. Unless this comparison were instituted, would it be possible to ascertain anything about paper after it leaves your hands?—A. The work itself ought to show that fact.

Q. Do you know whether the amount or quality of paper charged in the books agrees with the amount your books show has been charged to the printing-office?—A. I do not know it.

Q. Have you ever been called upon as the person in charge of the paper-books to ascertain the balance of paper by comparing your books with the books of the chief clerk of the office?—A. No, sir.

Q. You stated in a previous examination that you verified by inspection the warehouse receipts, to see if they agreed with your books, and that you examined the amount of paper on hand from time to time. When was the last inspection made?—A. Not for the last eighteen months.

Q. Was it correct?—A. It has always been, with slight variations, that would be easily accounted for.

Q. In the examples given by Mr. Church in a previous investigation, (those in regard to the quantity of the paper used, being admitted by Mr. Clapp,) can you explain how your paper-accounts could be balanced, those errors having continued for years?—A. That is a subject I know nothing about and never did know.

Q. Did you rectify those errors; and did you, in examining your books for the purpose, find other errors?—A. No books were examined of mine. When those charges were received by Mr. Clapp I was called upon to assist in making certain calculations going over that same work, I think; but I cannot say what books were examined. I simply assisted in doing certain sums, no more or less.

Q. Have you examined closely or otherwise the quantity of paper charged in the books for congressional work?—A. Other than my own, not at all.

Q. Are you familiar with the system pursued in keeping the books of account which you see before you, for congressional work and executive work?—A. I may say that I never see them.

Q. Suppose, in the examination of those books, the quantity or quality of paper reported as used on a certain document should prove to be wrong, would not the price charged against that particular document be wrong?—A. Certainly.

Q. Would it be possible in a case of this kind to make the books of account kept in the office balance or compare with the books of paper issued, kept in your office?—A. I should say not.

Q. Have you ever found a surplus of paper over and above the amount which would be on hand according to your books?—A. Sometimes it occurs, and it is easily explained.

Q. During the sickness you have mentioned, when you were detained from the office, did trouble arise in regard to the accounts kept there?—A. Not that I know of.

Q. Do you or do you not know that certain persons were called in to straighten the books?—A. I do not.

Q. In case of the absence of H. H. Clapp do you take charge of his books and make the entries?—A. I do not.

Q. Who does?—A. I cannot say that any one does; I do not know.

Q. Do you compile the pay-rolls?—A. They are my work from beginning to end.

Q. Who reports to you the amount every day that each man in the Government Printing-Office receives?—A. In every room there is a time-book; at the end of the month that book is made up and given to me.

Q. Please give to the committee the manner or mode in which you compute the amount due each man.—A. Take the compositors, book-binders, &c.; they are each, in their respective departments, reported as having worked so long, at a certain price; that is all the information I get; the rest is my work, as to what it will be, for so long, at a certain price.

Q. Suppose they have worked extra time?—A. That is also recorded in that book.

Q. Do you throw the extra time into days?—A. I take the book just as it is.

Q. How often do you pay employes in your office?—A. Once a month.

Q. Have you ever paid them oftener than that in times past?—A. There was, in times past, a mid-monthly payment or advance.

Q. When did you make the change?—A. I cannot answer that question; that was done during my absence.

Q. How long does it take you to get a requisition for money through the Treasury?—A. About a week.

Q. Mr. Clapp testified before this committee that a surplus of upward of \$50,000 had accumulated in your hands; please explain all the particulars of this matter—how the money accumulated, &c.—A. In the first place, those moneys were received from various sources—chiefly from the sales of waste paper. The amount drawn from the Treasury, under the Congressional Printer's bond, has not been sufficient to enable him to pay off the office with that once a month. Now, then, from moneys received from various sources, I retain, temporarily, a sum sufficient, when added to the sum from the Treasury, to pay off the office.

Q. Were you, as financial or disbursing clerk of the office, aware of the law regarding the payment into the Treasury of moneys received by the Congressional Printer?—A. I know there is such a law.

Q. Why were those moneys not deposited monthly, as the law directs?—A. I never heard of such a law.

Q. Why was this money not deposited monthly as it was received?—A. Because, in the absence of any law to the contrary, the exigencies of the office required it.

Q. Do you say that there is no law on the statute-book that requires Mr. Clapp to pay into the Treasury the money that he receives from the sale of documents, waste, and other material?—A. I say there is a law which requires him to pay the money into the Treasury.

Q. Is it left optional with him when he shall pay it in?—A. As far as I know there is no law requiring it to be paid at any particular time.

Q. Who keeps the waste-paper account-books?—A. I do.

Q. Will you please show, from your book or books, where an accumulation of more than \$50,000 has been made?—A. I will show from this paper before me. [Exhibit EE.]

Q. Is there any entry in any book in your office showing an accumulation of upward of \$50,000 from the sale of waste, imperfections, &c.?—A. Not in any book.

Q. How do you keep the account showing this accumulation?—A. Those accounts, down to the month of May, 1874, will be found in a book kept for that purpose. Subsequently to that time the account has not been entered on the books, because the moneys had not been deposited in the Treasury.

Q. Do your books, up to May, 1874, show that no accumulation was in your hands?—A. On the contrary, they would show that there had been an accumulation during the last year—that there must have been an accumulation.

Q. Since that time, what books have you to show that there is an accumulation?—A. No book here, because it has not been put on this book.

Q. Examine your cash-book and state if the entries contained therein account for moneys as they were received from day to day.—A. Every day on which moneys were received. There is not a falsehood in any one figure.

Q. State how long this cash-book has been used by you?—A. Since the creation of that office.

Q. Were the entries contained therein made by you on the day when you received the money?—A. In every case, with one single exception.

Q. How can you account for the irregularity with which entries follow each other without regard to dates? I refer you to pages 4, 5, 6, 7, and 9.—A. The memorandum from which these entries were made was a perfect record as to dates, names, for what object, and amount, but in depositing the moneys in the Treasury, until recently, they were deposited to the credit of printing or binding, as the case may have been. In making a deposit to the credit of the appropriation for printing, such items as belonged to printing were selected. Such items as might have been deposited to the credit of the public binding would be selected, of course. Sometimes, without regard to dates or receipts or amounts, an amount would be deposited to the credit of the printing or binding, but the selecting of items under the head of printing, to be deposited to that appropriation, causes the irregularity of dates.

Q. This book then was made up from memoranda?—A. The book was made up from a statement of facts as they existed at the time, whenever a deposit was made in the Treasury.

Q. Instead of this book being a book of original entry, has it not, in truth and in fact, been made up from other books, and almost all the writing in it put on it in one sitting?—A. That book is a perfect and exact copy of the same information as far as it goes, taken from other books in which it was first kept, because of the fact that there were other things in that book, and I thought that that book ought to be kept separate.

Q. It is not, therefore, a book of original entry?—A. It is not.

Q. Have you any book of original entry of receipts from sales of waste, imperfections, &c.?—A. No.

Q. Were the contents of those loose sheets of paper which show an accumulation of about \$50,000, copied from other slips of paper?—A. A portion of it was, and a portion is original entries.

Q. Was not, in truth and in fact, this paper copied at one time and at one sitting?—A. It was not.

Q. How much was copied?—A. The greater portion of it.

Q. How many original entries are there on this paper?—A. I cannot tell you sitting here.

Q. Can you find the amount of original entry?—A. Certainly.

Q. Explain in what manner you test that moneys received by you on account of documents, &c., sold, actually represent the amount realized from the sale of such documents, &c.?—A. I know that what I receive is right, but as to where it comes from I do not know.

Q. Being the disbursing or financial clerk of the office, have you taken any steps to ascertain whether the moneys paid to you from the sales of documents, Records, &c., were correctly reported or not?—A. None. It is not my business to know that fact, and therefore I never took any steps.

Q. What test or check have you as to the correctness of the sums noted in the summary cash-book, as follows: From J. F. Myers, April 15, 1869, \$39; from J. & C. M. Robinson, July 6, 1869, \$50; from McKellar, Smith & Jordan, October 16, 1869, \$265.80; from R. S. Menamin, January 14, 1870, \$1,000; and other matters of a like nature found therein?—A. I am rather inclined to think that the proper test would be the bills and receipts in their possession. I cannot imagine any other or better test.

Q. Did you examine the bill or receipt given R. S. Menamin?—A. I think it possible that I made out that bill.

Q. Did you make the sales of those various items?—A. I did not.

Q. Where did you get your information as to the correctness of those sums?—A. The probability is that the information came from the head of the office. If I had a hint from any other source I should not have acted without knowing from him that it was all right.

Q. Have you any book or books in your office that will show this committee that these sums of money are correctly reported?—A. None but this book.

Q. Where, then, did you get the data on which to make those entries on this book, or the memoranda from which this book is made?—A. All those must have come through the head of the office, as a matter of course. I should have disregarded any-body else.

Q. How do you explain that the entries on the summary cash-book on account of moneys received by H. H. Clapp for printing, \$3,092 and \$13,040.82, dated as January 2, 1875, are followed by entries of various dates in 1873?—A. That occurred while I was home, sick. He thought the better plan would be to deposit that money in the Treasury directly, as I was not there, and he did so. The explanation is that at the moment that money was deposited in the Treasury by him, there was no other subsequent entry in the book.

Q. Have you been in the habit of giving receipts to persons paying for waste and documents, &c.?—A. Only to my fellow-clerks.

Q. Have you always given receipts when you received money from your fellow-clerks?—A. If I have not it has been their fault. There may be an exception or exceptions to that rule, but I do not recollect a single instance.

Q. Have you always satisfied yourself that sums of money receipted for by you, corresponded with the book's footings?—A. Of that I do not know.

Q. Why were the entries made on the loose sheet; omitted from the summary cash-book?—A. That sheet of paper represents the moneys which the Congressional Printer had not yet deposited in the Treasury.

Q. State, from the cash-book before you, the amount of money on hand from all amounts realized from the sale of shavings, documents, &c., to the 10th of March, 1876?—A. The book before me does not show that fact. It is on a detached sheet. If I have made no error, the amount is \$56,382.07.

Q. Does this amount include all receipts to March 10, 1876?—A. Yes, sir.

Q. Where are the receipts from the sale of documents, &c., from November 19, 1875, to March 10, 1876, accounted for, as shown by the cash-book to amount to \$3,644.26, inclusive of balance of \$1,211.64 from September 30, 1875?—A. I do not know where they are.

Q. Why was the amount of \$3,644.26 omitted in the statement on the loose sheets?—A. For the simple reason that I had never seen or heard of it.

Q. Are you in the habit of drawing and filing checks subject to the signature of the Congressional Printer?—A. Yes, sir; I am.

Q. Suppose you spoil a check and have to issue another in lieu of it, from where do you procure the necessary blank?—A. From the back of the book.

Q. What disposition do you make of the spoiled check?—A. I destroy it immediately.

Q. Explain what the entry on the stub-book means, referring you to number 6?—A. I cannot say what has been written on the face of that check, because we are pursuing a different course, by order of the Treasury Department, than what we did then. There is a rule, held as a law, in regard to drawing checks.

Q. I call your attention to the check which was attached to stub number 6. It is dated February 17, and the stub is dated January 31.—A. That is the very check.

Q. The stub-book, then, does not show a correct history of the money transactions?—A. It does to a certain extent. The reason for dating the check on the 17th February was that the check was drawn on that day.

Q. Would a discrepancy occur in the date of the stub and the date of the check in any other case?—A. I cannot think of any other case, or any reason for one.

Q. The stub of check 386 is dated June 30, 1873, while the check is dated July 19.—A. The same answer and the same reason exactly. When that stub was written, there might have been no money in the Treasury.

Q. Why did you write the stub there?—A. Because that was the balance and had to go there.

Q. To what do the figures on the stubs refer—various sums noted at different places?—A. They show the deposits in the Treasury.

Q. Have you access to the United States Treasury pass-book of the Congressional Printer?—A. We have not had one in our office for years; there is no necessity for one.

Q. Were you in the habit of consulting the United States Treasury pass-book of the Congressional Printer before drawing checks?—A. Never.

Q. Have you been charged with the disbursement of salary or wages to the employes of the Public Printing-Office?—A. Yes, sir; I have.

Q. At what time, and for what period, have those payments been made?—A. The regular pay-day is about the 1st or 3d of the month, but, as I said before, there was at one time what we called a mid-monthly payment or advance.

Q. Where was the money kept that was received from sales of waste, &c., from the day of its receipt by you to the day of its deposit in the United States Treasury?—A. In the office safe.

Q. Have you been in the habit of making advances out of money in your hands?—A. Sometimes that has been done, but in exceptional cases.

Q. State what particular vouchers and bills were paid by you with such money?—A. Whatever the bill or account might have been.

Q. Can you recall any particular one?—A. I cannot.

Q. Do you or did you keep an account of such advances?—A. No, sir; the voucher itself would be the representative for the time being.

Q. Why were two checks drawn for the pay-rolls, one for part, the other for the balance?—A. Because the first in order drew the last cent out of the Treasury; the second was drawn and presented after another requisition had been gotten through, and the money was in the possession of the United States Treasury.

Q. The money you received on the last check was placed in the safe of the office?—A. A few days before the end of the month.

Q. Or whenever it was drawn?—A. Or whenever it was drawn.

Q. When were such checks for balance cashed at the Treasury; on presentation?—A. Always on their presentation.

Q. When was the money represented by the two checks drawn on account of the pay-roll actually paid to employés?—A. For several years, as soon as possible after the money was in the Treasury to the credit of the Congressional Printer, these mid-monthly payments or advances were made.

Q. I have here a list of upward of forty checks, the stubs of which show one date and the checks themselves drawn at later dates; what explanation do you make regarding this?—A. When the entry was made in the stubs these moneys had been paid out; when the money was drawn from the Treasury, the check was dated on or about the day the money was so drawn.

Q. What purpose could be subserved by giving different dates—one to the stubs and another to the checks?—A. The moving principle would have been to have told as nearly as possible the truth in every case; one when one transaction actually occurred, and the other when the other transaction occurred.

Q. Is it not customary in all business houses, where checks are used, to place the same date on the stub as appears on the check?—A. I have no doubt of it, if the man has the money to pay it.

Q. Is it customary to draw a check unless the money is in the bank; or, if it is drawn, does not the stub show the same date as the check?—A. I cannot say, because there may be reasons for it.

Q. You have stated that your wareroom-book shows the receipts and issues of paper for congressional work; can you inform me if the paper-books containing an account of the other paper used in the office are kept in a like manner?—A. I know nothing of the manner in which the accounts are kept.

Q. Are there any other books kept in the wareroom?—A. There is a book kept in the wareroom where the papers for the congressional printing are kept.

Q. Who has charge of that book?—A. Mr. Lamb.

Q. I find by examination of the Congressional Printer's twenty-third annual report, on page 2, that he reports the sum of \$34,570.35 as the amount realized during the year from the sale of paper shavings, documents, Congressional Records, &c. Please examine your books and see if that is the correct amount received.—A. It is not exactly correct.

Q. Was it intended to show the amount that had been received or realized, or the amount that had been deposited in the Treasury?—A. The Congressional Printer doubtless intended by that, that that was the amount realized, but I intended to say it was the amount actually deposited in the Treasury.

Q. Do the Congressional Printer's reports show the amount that he has received from waste, including the accumulation in your hands, or do they show the amount that he has deposited in the Treasury?—A. The amount deposited in the Treasury. However expressed, that is what is intended.

Q. I call your attention to the receipt given by you to W. H. Collins, under date of September 30, 1875, for \$7,352.65.—A. That, I think, was the exception I alluded to a moment ago. In the spring, I remember distinctly, I had \$2,600 from him; at another time another sum, probably \$4,000; I have forgotten the exact amount. On the 30th of September he gave me some five or six hundred dollars, which I made an entry of, but when I ascertained on the 30th of September that that was to be made by him as a footing of some sort, I went to him and said, "My son, do you want me to make more than one entry of this, or shall I consider that you have given me the whole of this amount on the date I have receipted for it? Perhaps it will be better that I should consider this as having been paid to-day;" and I changed my entries and made it on the 30th of September; that was the very thing. That was paid to me in three payments, the last of which was some \$500, the second sum \$4,000, and the first \$2,600. I am not sure, but I think I said at the time I got the \$2,600, "My son, do not forget to have me give you the receipt for this;" and he said nothing about it, and it passed from out of my memory.

Q. Please examine the check which I hand you, and which reads as follows:

"No. 40.]

WASHINGTON, D. C., March 13, 1872.

"TREASURER OF THE UNITED STATES,

"Washington:

"Pay to Messrs. Philp & Solomons, (for paper,) or bearer, two hundred and thirty-four dollars, (\$234.00).

"A. M. CLAPP,
"Cong. Printer."

(Indorsed:) "Philp & Solomons. H. C. Swain."

Did you fill up the body of that check?—A. That check was filled up by me, and that check was paid by me.

Q. By whose authority, and under whose instructions, was this check drawn?—A. By authority of the Congressional Printer.

By Mr. SINGLETON :

Q. Do you take and keep an account of all the paper purchased and delivered at the office of the Congressional Printer?—A. I do.

Q. You take account of all the paper issued by you on the requisition of the foreman of printing?—A. I do not.

Q. Who does keep an account of the paper that is drawn on the requisition of the foreman of printing?—A. I keep some of them. The remainder is kept by others. Mr. Hinman attends to the writing-paper.

Q. Does Mr. Hinman keep a book showing the amount of paper that goes out?—A. I have reasons for believing that he does.

Q. How do you turn over to Mr. Hinman the paper he gets?—A. I do not turn it over. There is a warehouse-keeper, who turns it over on requisitions.

Q. When it is first received, who takes the paper up and accounts for it?—A. The first account is kept by the man who has it in his care. He is a store-keeper, I believe.

Q. You keep two sets of books as far as the delivery of paper is concerned?—A. Yes, sir.

Q. After you have received the paper and taken an account of it, do you compare your books with those of Mr. Hinman, to ascertain whether the full amount of paper of which you have taken an account has been properly drawn out and used?—A. I do not.

Q. Is it possible, then, to tell from your books or from Mr. Hinman's books whether this paper has been properly applied or not?—A. I do not know.

Q. Has there ever been in that office, so far as you know, a comparison of your books and Mr. Hinman's, and a general summing up to show whether the paper has been applied to the uses for which it was purchased?—A. I remember no such case.

Q. Does the foreman make his requisition for paper without restriction or limit for any given job?—A. I don't know as to that.

Q. Have you ever known the jobs after they were finished to be submitted to the foreman of printing, with the requisition, to ascertain whether material had been properly used in that job?—A. I would not have known anything about it if it had taken place.

Q. After the job is finished, is there any book in your office or any other office of the Government printing establishment, that you know of, showing whether the whole or the half, or the quarter of said requisition has been actually used?—A. To my own knowledge, no.

Q. Have you ever known any comparison to be made between the amount of requisition of paper for the job and the amount actually used, to ascertain whether there was any abuse of the power of the foreman of printing in making such requisition?—A. I never heard of anything of that sort.

Q. Have you any ledger or day-book in which entries were made from day to day of cash received from paper-shavings, imperfections, scraps, from the bindery, gold-waste, &c.?—A. No, sir.

Q. Is not the book which you present to us as the summary cash-book one made up recently from such data as you could gather from memoranda retained, and conversations had with other parties?—A. This book was copied down to a certain period from another book.

Q. Was that other book from which you copied a ledger or day-book kept by you of the daily transactions contained in it?—A. No, sir; that book was not.

Q. Was that book made up from memoranda and from information derived from other parties?—A. I will say that that was made up from memoranda, but I cannot imagine any conversation with anybody.

Q. Have you not stated in your deposition to-day that a number of the entries made in these books were made there in consequence of reports made to you from other parties connected with that office in regard to those transactions?—A. In some instances by the Congressional Printer.

Q. Have you not done that in other instances from verbal reports made to you from other parties connected with the Government printing establishment?—A. In a few insignificant cases.

Q. You say that the book which you now present, labeled "Summary Cash-Book," was copied down to a certain point from another book?—A. Yes, sir.

Q. Please state the point of time to which that book runs.—A. I cannot do so here.

Q. Where is that book now?—A. In the office of the Congressional Printer.

Q. In whose possession?—A. In my immediate possession.

Q. Is it a book kept by you?—A. It is.

Q. In your handwriting?—A. With one single exception; some entries were made in there during my absence on account of sickness.

Q. I understand you to say that that book, too, was made up from memoranda?—A. Yes, sir.

Q. When did you make up that book?—A. Whenever deposits were made in the Treasury, then the entries would be made there, showing the deposits.

Q. Does that book show the amount of money received from paper-shavings and from waste from the bindery?—A. As far as it goes it does.

Q. Does it show a true and full account of all cash received up to the last entry in the book?—A. It does not; it shows only the deposits made.

Q. It does not show the amount of cash which you have received at all?—A. Not the whole amount.

Q. Why did you put down a part of the items of the cash received and omit the balance?—A. Because that book only pretends to show such money as has been deposited in the Treasury of the United States.

Q. Where is the book, then, which shows the amounts of receipt of money?—A. This book, as far as it goes, with this paper added, shows it down to the 10th of March.

Q. So, then, this book as far as copied from the other one, only shows the deposits made in the Treasury, and does not show the amount of cash which has been received from time to time?—A. That is right.

Q. You have no book, then, in your possession other than the one now before us, labeled "Summary Cash-Book," and have never had any book since you have been in the position which you now occupy, which shows the amount of cash which has come into your hands?—A. No, sir; I have no other book.

Q. Do you not, in fact, arbitrarily make up the amount you put in the Treasury, and after making up this amount make entries to correspond, in that summary cash-book?—A. Yes, sir; of course.

Q. Does the book marked "Summary Cash-Book" show the full and true amounts which have been received from year to year?—A. No, sir; it does not.

Q. When, therefore, you have put certain amounts into the Treasury, have you not retained from year to year large amounts of cash which have been received by the Congressional Printer from shavings, imperfections, &c., in the Government Printing-Office?—A. Not in every instance; generally so; there have been periods when the very last dollar in the possession of the office has been paid into the Treasury.

Q. Has there been any time since Mr. Clapp has been the Congressional Printer, when you have paid into the Treasury the full amount of cash which you received?—A. Not since Mr. Clapp has had charge.

Q. Is there any evidence in this cash-book to show that you have a surplus on hand?—A. No, sir.

Q. Does it not, on the contrary, convey the impression that everything is squared up to the respective dates?—A. I cannot answer that in the affirmative, because I know the contrary is the intention.

Q. Have you not balanced your books from time to time, which would indicate that you have received just so much money and paid that amount over to the Treasury, and that there was no balance remaining in your hands?—A. No, sir; my books do not pretend to indicate that.

Q. The book is before you; show me on any page of it, since Mr. Clapp has been in the office, an entry indicating that there was still a balance in your hands.—A. There is no such entry.

Q. Have you any evidence, other than the slip marked "Exhibit EE," whereby you can determine or any one else can ascertain what amount of public funds the Congressional Printer has in his hands?—A. None.

Q. Had the sheet of paper or memorandum on which you have kept the amount of money received from year to year been lost or misplaced, could you have made any proper showing of the amount of money due to the Government from that establishment?—A. No, sir.

Q. Please examine the book which is marked "Summary Cash-Book," and answer the question why it is that you have kept the money which finally you have deposited from time to time in the Treasury, most of it for twelve months and much of it for two years after it has been received?—A. Because those moneys had been retained for that purpose.

Q. You have retained those several amounts, besides other large amounts which you say the books do not show as coming to your hands, all for the purpose of paying hands?—A. Whatever moneys have been received have been withheld for that purpose.

By the CHAIRMAN:

Q. In a regular system of book-keeping, where moneys may be retained at will, is it not customary, in a book like your summary cash-book, to enter on the debit side every transaction which brings money into the fund from waste-paper, shavings, imperfections, &c., while all deposits in the Treasury are entered on the credit side, so that the

difference between the two amounts would show the balance in your hands at any time?—A. I have no doubt of it.

Q. Why, then, do you not keep your book in that way?—A. In the first place, I did this for the very reason that if anybody would want to look at this matter, they could see this matter as it occurred.

Q. But have you not in truth and in fact concealed this transaction from any one who examines your book?—A. I do not see how it is concealed.

Q. You have admitted that the book does not show the amount you have on hand. The system which I have indicated would show that amount. This book shows the amount you have paid into the Treasury; therefore, this being the case, why have you kept the information out of the book?—A. Because, in my judgment, this method would be a very convenient one for referring to the transactions.

Q. Was not the object to mislead?—A. No, sir.

Q. Was not the object to make your books apparently show a balance every time a deposit had been made?—A. No, sir.

Q. Is not this book apparently balanced every time a deposit is made?—A. It is apparently balanced, or it is balanced.

Q. And no evidence appears in your book of a surplus in your hands?—A. No, sir.

H. H. CLAPP sworn and examined.

By the CHAIRMAN:

Question. What position do you occupy in the Government Printing-Office?—Answer. It is called chief clerk. I do not know whether there is such a position in the law.

Q. What are your duties?—A. I have charge of the congressional books. I have charge of making the returns to the Treasury. I have charge of one post-office book, and I have charge of making the orders for paper, and making out contracts, and everything of that kind, and also I perform the examining of the paper when it comes into the establishment.

Q. Do you have exclusive charge of the book in regard to Congress work?—A. All but the Record. I have nothing to do with that.

Q. When do you calculate the amount of paper required for each document?—A. At the time I charge it up.

Q. You make the charge after the work is finished.—A. Yes, sir.

Q. Do you make any charges for waste leaves for documents, and enter those amounts?—A. Yes, sir.

Q. What paper do you use in printing the various documents?—A. We print all regular documents on the 53-pound paper. The extra documents are printed on the 45-pound paper. The 70-pound paper is used in quartos, but not always.

Q. I understand you to say that you print the regular number of 1,900 on 53-pound paper, and the extra numbers over and above 1,900, if any be ordered, on 45-pound paper. Is this invariably the rule of the office?—A. With exceptions.

A. In the case of printing volume 2 of the Foreign Relations, second session, Forty-third Congress, to be found on page 20 of the twenty-second annual report, the regular number was 1,900, and the extra number was 8,500. Please calculate the amount of paper that was used for each of the numbers; that is, the regular number, and the extra number.—A. $92\frac{3}{8}$ reams of the 53-pound paper, and $431\frac{1}{8}$ of 45-pound paper.

Q. Is this amount of 53-pound paper, which you indicate, charged at so much per ream?—A. Yes, sir.

Q. And the amount that you indicate of 45-pound paper, is it charged at so much per ream?—A. Yes, sir.

Q. And the sum total of the two is placed in the column of the cost of paper?—A. Yes, sir.

Q. Is this the rule that governs your office in regard to making up the cost of paper?—A. Yes, sir.

Q. Have you ever departed from that?—A. Not to my recollection.

Q. Have you ever discovered any errors on your books?—A. Yes, sir; I have discovered errors in my books.

Q. Are they corrected on your books in the items where the errors were discovered?—A. Yes, sir.

Q. Suppose errors have occurred and you did not detect them; can you balance your books in regard to your paper-account?—A. I have nothing to do with the balancing of the paper-account. The paper-account is balanced by the receipt of the foreman for the paper. I just charge up the documents.

Q. How is the paper-account balanced in your office?—A. The foreman of printing

makes a requisition for so much paper, and it is run in and worked up into documents for which he receipts. When the document comes to me I charge it up.

Q. At the end of the year, when the report of the Congressional Printer is about to be made, how does he ascertain, or, as his chief clerk, how do you ascertain the amount of paper that has been used in the office, and know that it compares with what you have charged on your books?—A. We do not know it.

Q. Have you any means of balancing the paper-account of the office?—A. Yes, sir; by Mr. Larcombe's books. He balances his books and the account is taken from them.

Q. But Mr. Larcombe simply issues in bulk to the printing-office. His balance, therefore, is very easy to be determined. How do you determine the amount of paper that is used in the printing-office after it comes to you in documents?—A. By taking the amount purchased and the amount issued. That is the only way. I do not keep any paper-account.

Q. Is it possible, in this mode of book-keeping, to know how much paper is used in the printing-office?—A. Yes, sir; what paper is receipted for is used.

Q. If errors have occurred, whereby paper has been destroyed, or otherwise disposed of, how will it be possible for you to detect those errors by your system of book-keeping?—A. The only way is that we have a man who gives out so much paper to the pressman. When a revise comes he takes this revise with the number of what he wants marked on it, and it goes to the man and the man checks it, and he cannot get more paper except from this man. If the paper is spoiled, it is charged against the man.

Q. How do you account for the paper that is destroyed, or that has been wrongly charged in the books, if any such occurs?—A. There is no such account.

Q. Then how is it possible to make the paper-account balance?—A. The only way is from the foreman's receipts, and from Mr. Larcombe's books.

Q. Do the foreman's receipts and Mr. Larcombe's books show the correct state of the paper-account at the end of each year in your office?—A. Yes, sir.

Q. Is the paper I hand you, marked "Exhibit FF," in your writing, and does it set forth the name of the documents, the number of pages, the kind of paper the regular number is printed on, and the kind the extra number is printed upon?—A. That is my handwriting; yes, sir.

Q. You have stated the amount of 53-pound paper and the amount of 45-pound paper used. Please state why it appears from your books that of class one, the 45-pound paper, instead of charging $431\frac{1}{2}$ reams, you have charged but $29\frac{1}{2}$; and, instead of charging $92\frac{3}{4}$ of class two, 53-pound paper, you have charged $219\frac{3}{4}$?—A. My opinion is that the 2,500 copies for the State Department were worked on 53-pound paper.

Q. Have you any further explanation than this?—A. That is all.

Q. The same state of affairs is found to exist in volume three of the Foreign Relations; what explanation do you give of that?—A. The same as I have given to the other.

Q. I will refer you now to volume three of the report of the Secretary of War, where about 59 reams should be charged of class two, and you have charged a little upward of 64 reams; and, where of class one, 118 reams should be charged, you have charged a little upward of 130 reams; what explanation do you make of that?—A. I think the paper for the insert is estimated for. The paper for the insert was $5\frac{1}{2}$ of 53-pound paper, and $11\frac{1}{2}$ of 45-pound paper.

Q. I call your attention to the report of the Secretary of the Interior, volume 1, 848 pages. It appears that you should have charged about 103 reams of 53-pound paper, and you have charged a little upward of 130 reams; and that you should have charged 191 reams of 45-pound paper, and you have charged 163 reams of 45-pound paper.—A. There were 500 of the extra copies printed on the 53-pound paper.

The CHAIRMAN. The calculation, which I have called your attention to, was sent to me, together with the paper which you have stated is in your handwriting, inclosed in one of the books that I received from the Government Printing-Office, and I have verified, myself, the various calculations to which I have called your attention, and to which I will call your attention.

Q. The same condition of affairs is to be found in volume 2 of the report of the Secretary of the Interior.—A. There is an error of three reams in transposing from my blotter to my book of account, but there is no error in the amount of money.

Adjourned.

WASHINGTON, April 22, 1876.

H. H. CLAPP recalled and further examined.

By the CHAIRMAN:

Question. When was Exhibit FF made out?—Answer. It was made out, I think, a year ago last winter.

Q. Why was it made out?—A. It was made out to give Mr. Towers the data to make some computations.

Q. Computations of paper in the various works?—A. Yes, sir.

Q. It is stated in Exhibit FF that the works in regard to which particular inquiries were made, you were printing 1,900 of the regular number and various numbers extra, and I find by examination that in none of them on which you have been examined the 53-pound paper, according to this exhibit, was used for more than 1,900 copies.—A. Yes, sir.

Q. That being the case, why was the change established, and how did you ascertain that the greater number in certain instances was printed on 53-pound paper?—A. I generally go to Captain Brian to get information, and I think I got this information from him before I made my figures on my book; in fact, I know I did.

Q. Is there a record in your office which will show the number of extra copies of these documents printed on 53-pound paper?—A. I think the books of the foreman of the press-room, Mr. Donaldson, will show that.

Q. In a former investigation—the Anthony investigation—on page 135, an Exhibit D was presented, containing an account of paper used for the Post-Office blanks, and it was stated that those blanks were printed during the idle season for the sake of economy, as the blanks would be called for; will you state in what way this was economical, since by an examination of your books I learn that whenever blanks are ordered a charge for composition, press-work, and paper is made at full price?—A. It was in order to have those blanks on hand; two, or three, or four times a month they will send down for fifty reams of a certain blank, and want to have them on a certain day, and very often the presses are filled, so that they cannot get them right away. There is only composition enough charged to pay the expense of getting the plates out and printing them.

Q. The composition was charged the first time the blanks were put on the press for a large number; why do you repeat the charge?—A. The composition I do not think ought to be charged.

Q. The committee has received information, and an examination of the books shows, that a large number of jobs are stereotyped or kept standing in type; can you explain to the committee why full composition has been charged when no composition was done and only the plates put on the press?—A. I am not aware that there are any such charges made. Mr. Childs has the making of the charges on the Department books.

Q. Do you have charge of the Post-Office blanks?—A. A portion of them.

Q. What is the rule you have followed in charging the Post-Office blanks when a change sometimes of a single word only is necessary in the plate?—A. We charge a dollar for each change.

Q. Have you no system whereby you can get at the time it takes to make the change, or is your charge simply an arbitrary charge of one dollar for each change made?—A. We have no system. I had a talk with the foreman of the job-room, and we went over this, and thought that that would about cover the expense.

Q. Who has charge of the Supreme Court work?—A. Mr. Childs.

Q. Did you make the charges for composition of the Revised Statutes?—A. Yes, sir.

Q. What rule did you adopt in making the charges, and how was the calculation made?—A. Sixty cents per thousand ems.

Q. Do you include in that charge the cost of proof-reading?—A. No, sir.

Q. Where is that to be found?—A. We have never made any charge for proof-reading, calculating that the fat would cover all the expense of proof-reading.

Q. Would the fat in the Revised Statutes alone cover the cost of proof-reading?—A. That I cannot say.

Q. It is understood that the Revised Statutes are sold at cost?—A. Yes, sir.

Q. If no charge was made for proof-reading or making-up, are they not really sold at less than cost?—A. No, sir; the law says that they shall be sold for the cost of the paper and press-work.

Q. Were the Revised Statutes stereotyped?—A. I cannot answer the question. I do not know whether they were or not.

Q. If these Revised Statutes were stereotyped, where does the charge appear?—A. No charge appears on my books for the stereotyping.

Q. Why do you charge composition in full on every one of the "orders of business" of the House? It appears that much of the matter in one stands over and goes into the succeeding one without change.—A. It has always been the rule of the office to charge it.

Q. Do you charge in full for composition when much of the matter is fat; in other words, when it is held in type and appears several times?—A. Not always; there are certain things we do—for instance, this thing you have just spoken of, the Congressional Directory and Barclay's Digest.

Q. Are there no others that you charge where fat is saved and charged as if it were recomposed?—A. I have not anything in my mind that we do.

Q. Are not the headings, and other fat matter of each and every bill charged as if put in type every time used?—A. Yes, sir.

Q. Referring to the waste leaves for bound books, are they calculated by you and the quantity of paper charged opposite the document, or is it charged by the bindery, and no account taken of it by you in your books?—A. As a general thing, I charge the waste leaves on my books.

Q. Where you do not charge it, where does it appear?—A. It appears charged to the bindery.

Q. Look at the cash-book, No. 1, and state whether the entries therein, from May 27 1869, to July 7, 1873, and for Record account, from March 8, 1873, to July 17, 1873 were made by you.—A. From June 6, 1869, they are.

Q. Do they describe all moneys realized from the sale of documents, records, speeches, &c.?—A. Yes, sir.

Q. What test had you to ascertain that your entries were correct?—A. Only from my cash on hand, and this book.

Q. Is this a book of original entry?—A. Yes, sir.

Q. Did your cash always tally with the sum entered as received?—A. I think it did.

Q. If you had a surplus at any time, show at what time, and point out the entry of such surplus.—A. There is no such surplus entered here.

Q. Are the entries for cash, received from the catalogues of the Library of Congress, in your handwriting?—A. Yes, sir.

Q. Where has the amount received of Weinberger, June 24, \$3.20, been accounted for by you?—A. I do not see it here.

Q. Where has the amount noted as received from the Free Public Library of Worcester, \$14, November 21, been accounted for?—A. I do not see that here, either.

Q. Do the entries in cash-book No. 1 always show the day on which money was received?—A. I think they do.

Q. Look at pages 2, 19, 20, and 24, and explain the irregularities as to dates.—A. I cannot explain that now.

Q. Were the orders noted in the front part of the cash-book No. 1 for public documents, &c., actually filled, if not marked to the contrary?—A. I suppose so, but I don't know.

Q. State whether the amount realized from such orders, or from the sale of documents, should appear in the cash-book.—A. Yes, it should.

Q. Show where the amounts received from Dr. Englemann and S. Watson, noted on cash-book No. 1, page 14, appear.—A. I don't think they have been paid. I see they are not marked paid.

Q. Do you know whether they have paid or not?—A. I think they have not.

Q. By whose authority did these men receive documents and not pay for them?—A. I don't know if they have ever received them.

Q. What does your book show?—A. The book would show that they had.

Q. If the book shows that they had received them, by what right were they given to them without the money?—A. I cannot answer that question satisfactorily.

Q. Have all the moneys received by you from sales of documents been accounted for on the cash-book?—A. No, sir; I know there must be some mistake on the books, because when I made up my cash after the books were turned over to you, I had \$37 and something over in cash, and it has been over for some time, and I have been trying to find where the error was.

Q. State what balance remains in your hands, say to the 10th of March, 1876, from the sale of documents, &c.—A. About \$3,644.26.

Q. You have stated that you have a surplus of \$37; how do you explain an additional surplus of about \$200, as appears by a correct addition of the figures on the first page of the cash-book?—A. I cannot explain that.

Q. Can you make any explanation of the additional surplus by correctly adding page 9 of the cash-book?—A. No, sir.

Q. I discover another similar error on page 10, cash-book No. 2; have you any explanation in regard to that?—A. I suppose I have made my footing wrong.

Q. Those errors amount to \$206.40; will you show where your cash-book takes up this amount of surplus?—A. No, sir.

Q. Why did you fail to correct those errors?—A. I cannot for my life see how I could make a mistake as to the first one; the other two are very easy to make.

Q. Where did you keep the money you received from the sale of documents?—A. In the safe.

Q. Have you been charged with all the disbursements of moneys; and, if so, on what account?—A. I have never paid out any, except when I did Mr. Larcombe's work.

Q. Have any duties other than those you have stated been especially intrusted to you?—A. No, sir.

Q. Have you balanced your books from time to time, and at what periods have you

done so?—A. I have generally struck my cash balance when I paid over money to Mr. Larcombe.

Q. Is the mode of book-keeping at the Government Printing-Office such as to show at any and all times, clearly and fully, the business of the office?—A. I think so.

Q. Would your books of account show work done for Congress, and parts of certain Departments, the amount of paper and all material used, and the balance of that material on hand at any time?—A. Of paper—no, sir.

Q. Are the statements contained in the official annual reports of the Congressional Printer of paper actually consumed compiled from the books of the office?—A. They are taken from Mr. Larcombe's books, the paper actually delivered to the foreman.

Q. Is any comparison made between the books of Mr. Larcombe, of paper issued in bulk, with the book showing paper actually consumed?—A. No, sir.

Q. Are there any means of ascertaining whether the books showing paper actually consumed will compare with the amount or amounts of paper actually issued?—A. There is none on that that is sent on the requisition of Captain Brian. There are no books showing the disposition of it.

Q. Suppose a requisition is made for 500 reams of paper by the foreman of printing, of which only 100 reams are used, would the 400 reams remaining in the press-room appear in any books of account in the office?—A. No, sir.

Q. Have you any blanks on hand for various Departments?—A. We have some for the Post-Office Department.

Q. I find by examining a statement contained in Senator Anthony's report that you had on hand, of Post-Office blanks, \$1,065.33; is that correct?—A. Yes, sir.

Q. What disposition has been made of those blanks?—A. They have been issued on requisitions, as fast as ordered. There may be some on hand now; I think likely there are.

Q. I find that \$49.28 worth of them were issued September 17, 1874; are the remainder on hand?—A. I think they are.

Q. Examine your book and see if the charge has been made there for those issued since then, for composition?—A. It is for the plate.

Q. By what right has a charge been made for preparing the plate, when the blanks were already printed and on hand?—A. I followed the custom that was there before I went there.

Q. Why was the balance of \$152.34, of September 14, 1870, retained by you; that is to say, not paid over to Mr. Larcombe?—A. I always kept some money over when I paid it to him.

Q. On the 16th of September, 1871, a balance was retained of \$375.53. Why was this done?—A. I can give only the same answer I gave before. Sometimes I had checks that he could not use that I held; whether this was anything of that kind, I cannot tell.

Q. Please look at page 24 of the same book, and state the amount of balance you carried forward on the 26th of July, 1873.—A. \$1,574.94.

Q. Can you explain why this amount was carried forward, and also the amounts of \$1,659.38 on the 2d of January, 1875, and \$1,211.64 on the 30th of September, 1875?—A. I have had in my hands at times, checks and post-office orders as high as five, six, and eight hundred dollars.

Q. Why were not those checks collected?—A. Because I had not the time to collect them.

Q. Examine the dates between which the money was paid, and see whether you would have found time between those dates to have collected the checks.—A. No, sir.

Q. Did you retain those checks during the entire time covered by those dates?—A. No, sir.

Q. Are you in the habit of retaining checks without collecting?—A. I have not since last fall, because, to my sorrow, I had to pay up some of them out of my own pocket.

Q. Is your explanation of those balances this: That the reason that the money was not paid over, was, that it was in the shape of checks?—A. Yes, sir. I would not say that they were all checks; there might have been some money.

Q. When those checks were cashed, why was not the money paid to Mr. Larcombe?—A. I generally paid him over two or three times a year.

Q. Have you ever issued or prepared any checks on the United States Treasury subject to the signature of the Congressional Printer?—A. Yes, sir.

Q. Explain the meaning of the entry on the stub No. 906.—A. The \$14.20 was contingent fund, and the balance was office fund.

Q. What was the date of the stub?—A. March 22, 1875.

Q. Will the check be dated the same as the stub?—A. That I cannot tell you; I don't know that it would.

Q. Take No. 923, which appears dated March 31, 1875, while the check is dated April 21, 1875. What was your object in entering a different date on the check to what is found on the stub?—A. That was the balance due him on the pay-roll; at that time we

had no money to pay the check ; it would not have been good if presented, but when we got our requisition through I could draw the money.

Q. What explanation have you to make of other stubs, the dates of which do not correspond with the dates of the checks?—A. The same explanation.

Q. What object is there in dating the stub at one time and the check at another?—A. That was the balance due on the pay-roll at that time.

Q. Is it the custom in business establishments to draw a check and make it of a different date than the one entered on the stub?—A. I suppose not ; I don't know.

Q. Suppose a difference in accounts should arise between the Treasury and the Government Printing-Office necessitating a comparison between the checks and the stubs, would not the difference in dates occasion a trouble in adjusting the accounts?—A. I think not.

Q. Will you explain why?—A. The amount would be the same. I don't see why there should be any trouble.

Q. Would not that give occasion to discussions as to whether the amount was for the same objects?—A. I should hardly think it would ; the amount on the stub would show what it was for.

Q. Do the stubs sometimes show a different name from what the check shows?—A. The stubs will sometimes show a variety of names, and the checks will say to pay sundry small bills.

Q. Is it understood that the price paid for labor performed in the office approximates as nearly to the actual prices of the same as can be determined?—A. Yes, sir.

Q. At what rates is the paper charged?—A. At the prices it is paid for.

Q. Whatever kind of paper is used, then, the actual price paid per ream to the vendor is the charge against the document or job?—A. Yes, sir.

Q. When is the paper considered consumed ; when it is drawn on requisition from the warehouse, or not until the completion and the delivery of the work to the person ordering it?—A. I suppose when it is completed.

Q. Suppose a surplus, through error, should be drawn, where would the surplus appear?—A. It would not appear anywhere.

Q. You keep an account of the cash received from the sales of documents and binding done for private parties?—A. On my cash-book ; yes, sir.

Q. Do those transactions appear on your cash-book from day to day as they occur?—A. As a general thing they do.

Q. Refer to your cash-book, January 12, 1872, and find an entry showing the receipt by you of \$35 from Philp & Solomons, in part payment of fifty copies of the Biennial Register.—A. There is no such item here on that day.

Q. Where do you find the record of that transaction?—A. On page 17 ; it is marked January 1, deposited \$35 ; May 8, \$39 ; total, \$74.

Q. Did you keep the money first received in your possession from January to May?—A. Yes, sir.

Q. Is that the rule of the office?—A. Yes, sir.

Q. What entry do you make of the cash received?—A. I suppose I put it into an envelope and mark it as a deposit for that amount of books.

Q. Then your books do not show the amount of cash received from day to day?—A. Not in regard to deposits.

Q. Look at your cash-book, September 7, 1875, and state if it shows the receipt of \$205 from W. H. & O. H. Morrison, in payment of 500 copies of the Opinions of the Attorney-General?—A. No, sir.

Q. Did you receive that amount?—A. I did.

Q. Why does it not appear?—A. I put that in an envelope and marked it deposited by W. H. & O. H. Morrison for those books, and kept it until the 14th of March, when I made up the cost of books and collected the check.

Q. Was the check in your possession from September 7, 1875, until March 14, 1876?—A. Yes, sir.

Q. Was there any entry made in any book of that transaction until after this investigation began?—A. No, sir ; no entry until I collected my check.

Q. How long was this check in your possession?—A. From September to March 14. I don't recollect exactly the date in September.

Q. Was that in your possession upward of six months?—A. Yes, sir.

Q. How did you collect it?—A. I deposited it in the bank.

Q. How long was it in the bank?—A. I cannot tell that ; I don't recollect when I drew my money out there.

Q. Do you deposit Government funds in the bank?—A. Yes, sir ; Government checks, no currency.

Q. Do you draw the checks out of the bank, or the money?—A. I draw currency.

Q. When you made a deposit were you credited with so much money?—A. Yes, sir.

Q. Do you recollect how long you kept this money in the bank?—A. I opened an account some time last fall, I think, in the name of H. H. Clapp, agent.

Q. And placed to the credit of H. H. Clapp, agent, funds belonging to the Government?—A. Yes, sir.

Q. Does this bank allow interest on deposits?—A. Yes, sir; but I will say that Mr. Larcombe had formerly gotten our checks cashed at Riggs's, and he went there and he was told that it was too much trouble; that they could not cash them for any price he would be willing to pay. I went to Mr. Ruff and asked him if the use of this money would repay him if I left it in the bank from time to time, for the trouble of collecting it. He said it would, and I commenced depositing my checks, with an understanding that no interest at all would be paid.

Q. If you should demand interest, under the rules of the bank, would it not be compelled to pay you interest on the balance?—A. I don't know that.

Q. Are you not aware that the rules of the bank are that you can demand and draw interest on the balances you have there from time to time?—A. I am not.

Q. Is Mr. Ruff, the cashier of that bank, related to you or connected with you?—A. No, sir; no further than that his son is married to my daughter.

Q. When did you draw the money out of Mr. Ruff's bank? I refer to the money of the Government.—A. I don't know that I can state the date.

Q. Was it not the morning after an examination had been made by the clerk of this committee of the cash in Mr. Larcombe's safe in the Congressional Printing-Office?—A. Yes, sir.

Q. What disposition did you make of the money after drawing it?—A. I turned the portion belonging to me into my safe, and turned over the portion belonging to Mr. Collins to him.

Q. Do I understand you to say that you had, in addition to the money which you had received, a portion of the money received by Mr. Collins from the sales of the Record?—A. Yes.

Q. By what authority did you have possession of the funds?—A. It was nothing but checks. He could not get rid of them, and I said he had better let me deposit them in that way, and we could keep our cash-account without checks. If he had a check and I had a check, I made a deposit on a slip for him, and I deposited on a slip for myself, and when I came back, I marked his with an "R" in red ink, so that it would not get mixed.

Q. It appears that Mr. Ruff first testified before this committee on the 7th of April, 1876, and that on that morning you drew from his bank the sum of \$2,912.35.—A. I presume that is correct; I do not recollect the amount.

Q. Did you write and sign this receipt [handing the witness Exhibit Q] for \$60, dated September 14, 1875, to Solomons & Chapman?—A. Yes, sir.

Q. Did you receive the money on that day?—A. Yes.

Q. Will you examine your book and see if the entry corresponds with the receipt of the money?—A. I know it does not.

Q. When were the books called for by that receipt delivered to Solomons & Chapman?—A. I do not know.

Q. Why was no entry made of the \$60 received at that time?—A. I did the same way that I did with Mr. Morrison's. I put it in an envelope and marked it "Deposit of Solomons & Chapman" for that work, and sealed it, and it was never opened till I turned my money over to Mr. Larcombe.

Q. Did you perfect the account at the time the books were delivered?—A. I did not.

Q. When did you perfect the account?—A. I think it was on March 29.

Q. Was or was not this account perfected after Mr. Solomons had been on the witness-stand here, and testified in regard to various transactions with the Government office?—A. I think it was.

Q. Was it not perfected the very day that Mr. Solomons left the witness-stand?—A. I do not know that.

Q. Up to the 29th of March, was there any entry on your cash-book, or other books in your office, showing the receipt of money from Solomons & Chapman for the Morse memorial?—A. No, sir.

Q. I hand you Exhibit DD, and receipt of Mr. Buchecker, dated October 6, 1873, for binding one volume, \$3; is that receipt in your handwriting?—A. Yes, sir.

Q. Please examine your books and see if there is any entry showing the receipt of that money from Mr. Buchecker?—A. No, sir.

Q. Did you keep the books at that time?—A. Yes, sir.

Q. What explanation do you give of the non-appearance of that money?—A. I cannot give any. It is not here.

Q. Please examine your books and state if any other entries appear of moneys received from Mr. Buchecker?—A. No, sir; they do not.

Q. Who kept an account of the Congressional Record from its beginning to December 31, 1874?—A. I did.

Q. During the special session of the Senate in 1873, did you receive any amount of cash by reason of sales of Records to others than members of Congress; and, if so, where does this charge appear?—A. I do not see any.

Q. Sales of Records were made by stationers in town here for the special session of Congress, particularly by J. C. Parker, and also by Mr. Shillington?—A. I do not recollect ever receiving any money during the special session from anybody for the Record.

Q. Refer to cash-book No. 2, under date of December 31, 1874, and find entry showing \$818.34 received from J. C. Parker, and explain that transaction?—A. That was Mr. Parker's account for the session. I presented him his bill (I forget what date it was, but some time before that date) and tried to collect it. He said that he could not pay the money. I said, "You have either to pay the money, or I have to take it out of my own pocket." I said, "I have trusted you, and you have to pay it, or I have to pay it." He suggested that he would give me his notes, that is, he would make his notes to Wheelwright, Mudge & Co., and they would take them off my hands. I wrote to Mr. Wheelwright to know if he would do so, and he said he would, and Parker gave me the notes and Wheelwright gave me the money.

Q. Have you been in the habit of crediting persons other than members of Congress for documents and Records?—A. No, sir. In addition to my other duties that winter, there was an investigation similar to this, and my father was home sick. I had to attend to that and also to my own business, and the Record, and it was more than I could do. Then I supposed Mr. Parker was all right, and I let the bill run up much higher than I had any anticipation of.

Q. Have you done work for outside parties without receiving deposits from them?—A. Yes, sir. We have done work for outside parties without receiving deposits.

Q. And collected after the work was done?—A. Yes, sir.

Q. On your cash-book, under date of January 2, 1875, I find that you paid to J. Larcombe \$13,040.86, being receipts on account of the Record. How long had that money been in your possession?—A. It had accumulated from November 28, 1873.

Q. A part of this money had been in your possession upward of thirteen months?—A. Yes, sir.

Q. And had been accumulating during that time?—A. Yes, sir.

Q. Where was this money during the time it was in your possession?—A. In my safe.

Q. All the time?—A. Yes, sir.

Q. All of the money?—A. All of the money.

Q. On page 6 of the same cash-book an entry appeared dated January 2, 1875, of \$3,092, paid to John Larcombe; how long did you carry that amount before turning it over to the financial clerk?—A. From July, 1873.

Q. This amount had been accumulating in your hands during eighteen months?—A. Yes, sir.

Q. On page 10 of the same book I find that you paid to Mr. Larcombe \$2,615.65. How long had this money been accumulating in your hands?—A. It had been there since the last payment. Not all of it. The balance had accumulated up to that time.

Q. At each of those payments it appears that you reserved a large surplus?—A. Yes, sir.

Q. What use did you have for that surplus?—A. No use at all.

Q. If it was of no use, why was it not paid over to Mr. Larcombe?—A. There were some checks in it. There was one check of \$892 that I carried for a long time, from the Chamber of Commerce, New York, that I did not collect till after I made this payment to Mr. Larcombe; and I had other checks and some post-office orders.

Q. Did you enter them on your book as cash?—A. Yes.

Q. What prevented them being turned into cash?—A. I suppose carelessness on my part in not collecting them.

Q. Are you in the habit of receiving checks and giving credit without satisfying yourself that the checks are good?—A. I am.

Q. Is this the only reason you have to advance for not paying over the moneys that accumulated in your hands belonging to the Government?—A. Yes.

Q. During Mr. Larcombe's illness, did you keep his books?—A. I did.

Q. Do you remember an apparent discrepancy in the account as stated in his books during the time of his illness, or after he had recovered?—A. I do not recollect any such thing as that. The only thing I recollect of during his illness was an error I made in my pay-roll.

Q. Was it corrected?—A. It was; by the Treasury Department.

Q. Have you ever detailed men otherwise employed in the printing-office to assist in the clerical duties of the establishment?—A. No, sir; I never have. There was a gentleman detailed, two years ago, when we were required to go over bills for work.

Q. Have any men been detailed lately?—A. No, sir; not that I am aware of.

Q. What amount of money have you usually held on hand from sales, &c., from year to year?—A. It varies. I should judge about \$3,000, probably.

Q. I wish you to examine your book of accounts showing the work done for the special session of the Senate, Forty-third Congress, and tell me if a charge appears there for printing Executive Document No. 2.—A. It does not.

Q. Why was it omitted?—A. I do not know that it was ever printed.

Q. Here is the document.—A. It was never put on my desk, and therefore I omitted it.

Q. With this document omitted, does your book show a correct exhibit of the work done, or does the Congressional Printer's report show a correct exhibit of the work done?—A. No, sir; not for that session.

Q. You say that this occurred by reason of this document not being left on your table. That being the case, may not other documents be omitted?—A. I generally, in making this book up, examine the documents, and if I find one missing I send for it. Why I did not with this I cannot say now.

Q. I will call your attention to the cash-book No. 1, under date of September, 1870; 500 copies of 5th volume of Decisions, amount not extended, to W. H. & O. H. Morrison. I also will state that Mr. Morrison testified to the effect that he received this volume together with volume 6, volume 8, and volume 9, perhaps omitting one of these, but that he received all the balance from your establishment, 500 copies of each. I will ask you to examine your books and state if any money appears to have been received from the Messrs. Morrison on account of this work.—A. There does not, that I can see here.

Q. Did Mr. Morrison receive various volumes of the reports of the Decisions?—A. Yes, sir.

Q. What volumes did Mr. Morrison receive?—A. The fifth, sixth, eighth, and ninth, I think.

Q. What explanation have you to make of the non-appearance on your books of a charge against Morrison for various volumes which he has received?—A. When these things were delivered they generally came to me and got a bill. In fact, I know twice they came when I was doing Mr. Larcombe's work, and they asked me for a bill, and I was too busy, and it slipped out of my mind, and I suppose the other volumes were the same way.

Q. What were these books worth per volume?—A. They ran something over \$200 for five hundred copies.

Q. Were Mr. Morrison's orders for five hundred copies of each volume?—A. Yes, sir.

Q. Does your book show any entry showing the receipt of money from the Morrisons for reports of Decisions, including and after the fourth volume; in other words, since the 1st of September, 1872?—A. No.

By Mr. SINGLETON:

Q. The Morrison's having received five hundred copies of volumes five, six, eight, nine, two thousand copies in all, what is the value of them?—A. Something like \$1,000.

Q. And your books show no entry of the delivery of those books, and no cash receipts for the same?—A. I suppose the receipt-book would show for the delivery of all of them. There is no book shows that any cash has been received.

Q. Then there is due to the Government Printing-Office something like \$1,000 for the reports sold and delivered to Morrison for which there has either been no payment, or, if paid, no entry has been made?—A. Yes, sir.

By the CHAIRMAN:

Q. How has it been possible, your books showing no charges for your receipts from the sale of those books to Morrison, and they having been printed and delivered to them, for you to make correct returns of work done and moneys received?—A. That I could not do, because I had not received the money.

Q. Do you know whether you have not received the money?—A. I am very certain of it.

Q. Have you any data to show whether or not you have received the money?—A. I have no data to show I have not received it, for all the data I have is my cash-book.

Q. Have you furnished the committee all the books of account kept in your office showing cash transactions?—A. Yes, sir.

Q. Suppose a document has been once printed in your office, and the Committee on Printing ask you to tell them how much it will cost to print a certain number of extra copies, do you give the exact amount?—A. Yes, sir; that is my intention.

Q. I will call your attention to various letters and telegrams sent by you to the Committee on Printing in the years 1874 and 1875, giving the cost of reproduction of different documents. I observe that in every instance a discrepancy exists between the amounts you say the documents will cost and the actual charge, and in every case the amount estimated is less. Will you tell why these discrepancies occur, you having the books before you to enable you to give the exact cost?—A. I cannot give you any good reason for that that I know of.

Adjourned.

WASHINGTON, D. C., April 24, 1876.

J. R. EDWARDS recalled

By the CHAIRMAN:

Question. At your last examination you were requested by the committee to make examination of the binding of the blank books from the Government Office, and to prepare yourself to state fully all the facts relating thereto; have you made such examination,

and are you prepared to explain to the committee in regard to the binding of those books?—Answer. I have thoroughly examined the books given me by the committee; I have cut the covers for the purpose of making the examination thoroughly, and find, to my astonishment, that they have covered these books in sheep, with grain-side in and flesh-side out, and in dressing have paste-washed the leather, impairing the value of it and placing it on the level of the fleashes, and, judging from the leather used on these books and others I have examined, I would say that it was a most inferior article, and they were obliged to paste-wash it. I have brought with me three samples of leather, for the purpose of making it clear to the committee. The skiver is the split-off of the fleashes, which you will observe has no strength whatever, leaving the fleashes with all the strength and durability of the sheep-skin. Number 3 is law-sheep, flesh side. Number 4 is law-sheep, grain-side. You will notice in number 4 the grain-side is perfectly smooth, requiring no paste-wash, and that is the side that makes the leather valuable; it is the grain of the sheep that makes it valuable. If a medium article of law-sheep be used it would be worked grain-side out, but if a medium article of law-sheep should be used grain-side in and flesh-side out it would not require paste-washing, from the fact that it is of a close texture and short nap, and the only way to tell law-sheep, buff side, from fleashes is by the texture and the nap. The sheep on these books from the Government bindery bears none of the proofs of its being sheep on the surface; it is of an open texture and long nap—a most inferior article that in all probability would not pass unless it were paste-washed; not as good for the purpose as fleashes, which you will notice is a tougher and strouger leather than law-sheep, from the fact of the grain-side or the skiver being split off, leaving the fleashes or the leather with all the strength. In the preparation of sheep you will notice that the leather is shaved, the flesh-side is shaved down, thereby reducing the strength, and, comparatively speaking, it is not a strong leather by any means for blank-book purposes. The sheep on these books I have examined is of an inferior quality, and not worth, to the binder, more than fleashes, which are \$7 cheaper per dozen than sheep.

Q. In your experience of about thirty years as a binder have you ever used law-sheep, grain-side in, in binding blank books?—A. I have, but I never saw law-sheep with such a texture and nap that it was necessary to hide it by paste-washing, because you destroy, as I said before, the identity of the sheep, making it virtually fleashes; and it would defy an expert to tell the difference between the two on a book.

Q. What sort of leather is used by binders in the manufacture of blank books?—A. Fleashes is used for the purpose of blank books almost without an exception, and answers the same purpose as sheep as to wear and tear; the strength and durability is equal. Some binders, on special work, use what is known as smooth sheep, which is an inferior article of law-sheep, and does not cost law-sheep prices, but the exception is very rare, and when they do, they do not disguise it by any such operation as paste-washing.

Q. If, as you say, on these books from the Government bindery, law-sheep has been used, what was the object, in your judgment, of putting the flesh-side out and then paste-washing, reducing it, as you say, to the value of fleashes?—A. My opinion is as I before stated, that the leather is an inferior article; that the grain is broken and porous, and when that is the case on the grain side of law-sheep it is an impossibility almost by any process at all to give it a proper appearance; hence, the necessity of putting the flesh-side out. Then their reason for paste-washing it must have been that the leather is porous, and has a long nap, and they paste-wash it to hide it. When you say reducing it to the level of fleashes, understand that the fleashes is in no way inferior to sheep when used in this manner on this work.

Q. Have you made examination of the quality of the various kinds of leather used in the Government bindery, together with the prices for the same, as reported in the Congressional Printer's annual report?—A. I have made such an examination, and all the leather I have examined appears to be a second-rate article, and of a quality, some of it, which I would not use in my business.

Q. Judging by your examination, and taking into consideration the amount of leather of various kinds used in the Government bindery, what amount per year has been lost to the Government by the purchase of such leather as you have examined, paying therefor the price reported by the Congressional Printer?—A. The leathers could be purchased any time within the last twelve months with a saving to the Government of from 40 to 50 per cent. There are many of the leathers that would not be used in private binderies on work of such quality as is done in the Government bindery, such as law-books and the like; it is too inferior.

Q. Did you ever know of a good article of leather being used in your business, and put through various processes, and made to appear as an inferior article, as in the case of the blank-book work turned out from the Government bindery?—A. I never saw it before.

Q. Would a practical man, one who understands his business as a binder, having charge of an extensive bindery, permit such a thing to be done?—A. He would not. In working materials in our business (and I do not think it differs from any other busi-

ness) it is the idea of the proprietor, and the idea of his workmen, to improve the appearance and enhance the value, by his labor, of each article that enters into the composition of his work, and I consider it an absurdity, and the height of nonsense, for a man to take a high-priced article and by putting additional labor on it to reduce it to the value of a low-priced article; it would be like a jeweler making imitation brass out of gold.

Q. If a binder has put on blank-work law-sheep, flesh side out, and paste-washed, has he not, in addition to putting on a more expensive leather than fleshes, also increased the cost of the work by the amount of labor required to finish it up?—A. He has; for the paste-washing and additional pressings are superfluously unnecessary. He has added to the cost of the labor at least 50 cents per dozen by working it in this manner. The extra labor on it amounts to about that.

Q. Judging from the developments in the matter of blank-book covers, what amount per year has the Government lost by the use of law-sheep instead of fleshes?—A. Had the Government used fleshes instead of sheep for blank-book covers, they would have saved at least \$10,000, besides the additional expense of working by paste-washing; good fleshes would have shown a nap that would not have required paste-washing, and the Government would have saved on fifteen hundred dozen \$750. Adding that to the difference between the fleshes and sheep per dozen, which is about seven dollars, according to the report of the Congressional Printer, it would make a total of \$2,150, and the Government would have got as good an article.

By Mr. SINGLETON :

Q. Did you ever purchase a lot of skiver pass-book covers which you had reason to believe came from the Government Printing-Office? If so, please explain the matter fully, how you came into possession of them, and what loss must have accrued to the Government from the destruction of the pass-books to which these covers belonged?—A. In 1871 or 1872 one of Mr. Wheelwright's young men came to me with a sample of pass-book covers that had been taken off of the books—condemned covers—and the result of it was that I bought the covers, about one thousand gross of them, making over a ton, and I used them on books, and made inquiries as to whether I could get more of them, as it was a very desirable thing to have; and the result of the inquiry was that I was impressed with the idea that they came from the Government bindery; they had passed through the hands of a junk-dealer in Washington previous to getting into the hands of Mr. Wheelwright. I understood that the paper had been cut out and sold, and the covers had come into the possession of the junk-dealer from the janitor or somebody connected with a public establishment in Washington. The amount would much depend on the number of sheets in the books, but taking what I computed were in the book, a modest calculation, it would reach to \$10,000 for material and labor in preparing them. It would cost \$100 or so to get them out of the covers. I calculated that it would cost me \$200 if the leather was given to me for nothing in the whole skin to cut them out. The manila wrappers I calculated would come to about \$300.

Q. I understood you to say, then, that the paper was cut out of the covers, and that you purchased the covers, and that the covers were made of skiver.—A. Yes, sir. The covers consisted of a stout manila wrapper, covered with skiver.

Q. Was there at that time any other bindery in Washington City from which those covers could have probably been obtained?—A. No, sir. That is my opinion.

Q. Can you furnish the name of the junk-dealer through whose hands these covers passed?—A. I cannot do so to-day, but I think I can furnish the name at another time. Adjourned.

WASHINGTON, April 24, 1876.

ALBERT F. CHILDS sworn and examined.

By the CHAIRMAN :

Question. Are you employed in the Government Printing-Office?—Answer. Yes, sir.

Q. What position do you occupy?—A. I do not know that I have any particular designation. I am a clerk in the office of the Congressional Printer.

Q. What are your duties?—A. I make the estimates on the cost of producing executive work.

Q. In making entries upon your books, how do you arrive at the amounts to be charged?—A. If a job comes to me with plain composition, I have a scale of prices by which I charge so much. If it is a plain page, I charge so much. If it is a job containing rules, or is difficult of composition, I have the compositor keep the actual time employed on that job, and charge accordingly.

Q. How do you charge in the case of stereotype plates?—A. I always charge at the rate of one thousand for each plate. I would like to make some explanation of that. There seems to have been some misunderstanding in regard to that. The majority of the

jobs coming from the Departments, although we may have had plates for these jobs, will be changed in some particular, there will be some word that they want taken out, or some word that they want added. All the jobs, especially in the Post-Office Department, are numbered for the year—money-order jobs, for instance, and things of that kind—and there are frequently changes in the dates, and I charge a thousand for the compositor's time in making these changes; that is, by a careful watching of the time occupied in making these changes by the compositor and in the stereotyping-room, the nearest approach we could make to the actual time employed; and the charge that we thought would govern this work was to charge one thousand $\frac{1}{2}$ plate. That, I think, after years of experience there, is the nearest approach we can make to the actual time of composing the plates.

Q. Do you charge sixty cents for a plate and no more?—A. That is all, sir, irrespective of size. That may include corrections; it may include some patching in the stereotyping-room; but on a careful estimate, after years of experience, it is the nearest approach we can make to the actual time. It probably would not cover one job or two jobs, but taking them as they run, we think it is satisfactory.

Q. Do you charge for press-work?—A. Yes, sir.

Q. Upon all work?—A. Yes, sir; all except congressional work. That I have nothing to do with.

Q. Who charges that press-work on congressional work?—A. Mr. Harry Clapp.

Q. What rule do you adopt in making charges for press-work?—A. Do you mean what scale of prices I have per thousand?

Q. Yes, sir.—A. On blank-work I charge \$2 per thousand impressions, and fifty cents a token. On work that is folded or stitched I charge seventy-five cents a token, or \$3 a thousand.

Q. Do you charge sixty cents for putting a stereotype plate upon the press, whether any changes have to be made or not?—A. I do for every plate, irrespective of size.

Q. Do you charge \$2 per thousand for press-work invariably?—A. No, sir. When I said in my former answer that I charged \$2 a thousand, I would like to add "with the exception of envelopes." We have a special charge for them.

Q. Suppose you combine four or six or eight forms, and print four or six or eight copies of a job at one impression, do you charge \$2 per thousand for each one thousand of the job that is printed?—A. I charge \$2 for each thousand impressions; but that may give two, four, six or eight thousand copies, owing to the number of forms or plates that I work. I also charge the ruling and the paper.

Q. Do you charge the paper and the ruling in the bindery?—A. Yes, sir.

Q. From whom do you get your information upon which to base these charges?—A. I have a regular scale of prices that we were working on, I will not say how long, to get the cost of ruling to compare with as near the actual time that it takes a ruler to rule a certain amount of paper. That, like the press-work, varies with the size of the paper. We have a regular scale of prices, with the exception of note and letter heads, for which we have special rates. We charge so much for a ream and so much for a half-ream when it is ruled on the whole or the half sheets, as the case may be. And in that case, the same as in the press-work, if I rule four thousand copies together I charge one thousand copies of ruling, not four thousand.

GEORGE W. HINMAN sworn and examined.

By the CHAIRMAN:

Question. Are you employed in the Government Printing-Office?—Answer. Yes, sir.

Q. What position do you occupy?—A. I occupy the position of fourth-class clerk; I am called, or used to be called, executive clerk.

Q. What duties do you perform?—A. My duties are to receive requisitions from the Departments. They come to the Congressional Printer and are sent directly to my hands. I then examine the requisitions and make what we call "jackets" specifying the kind of work by its title, specifying the amount of paper required for that work, the price and the kind, and send it to the printer.

Q. Do you also keep an account of the writing-papers received?—A. Yes, sir.

Q. From whom do you get information as to the amount received at the establishment?—A. From the superintendent of the warehouse. I might state that there is what we call the superintendent of the warehouse. He is designated as a messenger. He keeps the records, and keeps a book and receives all writing-papers coming to the establishment. He makes his memoranda or figures and reports directly to me.

Q. Do you then enter it in a book or books kept for that purpose?—A. Yes, sir.

Q. Are your books here?—A. No, sir; not those identical books.

Q. What books do you keep showing the receipts and disbursements of paper, and how are they kept?—A. I have two books, one showing the receipts and another show-

ing the disbursements, and there is no other way that paper is issued except as I have stated, by a jacket. The superintendent reports to me the papers he has received, either by railroad or boat. I enter it in a book kept for that purpose, showing the paper received at such a date. Then when a job comes in, as I stated before, I make my estimate on it, of the kind of paper, the weight and the price, and when this jacket comes to the superintendent he issues the paper, as I have directed on the face of it. He then enters this amount of paper on a slip which he keeps, and turns his paper in as he reports to me; for instance, forty reams of paper for such and such a job by number. That report is returned to me, and I enter it as of such a date.

Q. Your books, then, show fully all the paper used during a year, as well as the respective jobs upon which it was used?—A. They show the amount of paper used upon all jobs. There are various amounts of paper that go to the binder for various kinds of work, which I hold the foreman of bindery's receipt for, but that is put on the book in the same way, showing that it went to the bindery.

Q. Suppose that in printing a certain job paper is destroyed, requiring the re-issue of a portion or all, to make up the proper number or to complete the work, how do you account for the paper that has been destroyed?—A. Well, that occurs occasionally, from the necessity of passing it through so many hands. That is accounted for in this way: The pressman who spoils that paper is accountable for it, and it is deducted from his pay.

Q. But how do you account for that much paper gone out of the warehouse, no matter who pays for it?—A. Precisely as I do for the other. It is turned in to me as so much paper issued, just the same as if it had been a regular job. For instance, here is forty reams of paper that has been issued on one job on this jacket. It has gone to the press-room, and the pressman, by some carelessness or some other reason, has spoiled, we will say, twenty reams of it. That paper is spoiled. That jacket is returned to me, with the reason and the pressman's name, how he spoiled it and why he spoiled it. I go to work and issue that paper over again and charge it to the pressman. Otherwise, I issue it upon that jacket and it appears there. I say, "Issue twenty reams of paper on account of spoiled paper in the press-room," stating the pressman's name; and that paper is charged to the pressman and deducted from his wages.

Q. The paper appears upon your book as charged against a pressman?—A. Yes, sir.

Q. And in making up your report at the end of the year, do you include this paper that has been spoiled in the paper that has been used?—A. Certainly; it appears as so much paper used.

Q. In making up your report to the Congressional Printer at the end of each year, do you add up the total amounts used in producing the respective jobs of the various kinds, together with the amount furnished to the bindery?—A. Yes, sir.

Q. And you report to him the total amount of each quality?—A. Yes, sir.

Q. And upon your report the Congressional Printer bases his statement of paper used?—A. I give the chief clerk my figures for so much paper received and so much paper used in the course of the year. I have nothing more to do with the report.

Q. Have you anything to do with the price charged for paper in the production of any particular job?—A. I enter it on the jacket; that is all. I invariably put the price and the kind of paper on the jacket.

Q. How do you arrive at the price of the paper for each job?—A. Take it from the bills. The contract specifies so much a pound. Here are so many reams at such a price, so many at another price, and so many at another price, and so many at another price; and there is no other way to get at it to make a charge on the book except to take the average of those four prices.

Q. And that is the way you do?—A. That is the way we have done; that is the usual way.

WASHINGTON, D. C., April 25, 1876.

CHARLES E. BEHLE sworn and examined.

By the CHAIRMAN:

Question. State your name and residence.—Answer. Charles E. Behle, 707 Fifth street, northwest, Washington, D. C.

Q. What is your occupation?—A. Accountant.

Q. How many years' experience have you had as accountant?—A. About twenty years.

Q. Have you examined the books of the Congressional Printer in regard to the amounts reported by him in his official reports to Congress as realized from sales of waste paper, paper-shavings, &c.?—A. I have.

Q. For what period have you made this examination?—A. From October 1, 1863, to September 30, 1875, inclusive—the time embraced by the reports of the Congressional Printer.

Q. Do the amounts stated in the reports as realized, agree with the book-entries?—A. They do not.

Q. State the amounts as shown by reports and as shown by the books, with the difference, if any, for each year.—A. The report to September, 1869, is as realized \$22,669.79; this is substantiated by the books. The report to September 30, 1870, shows \$32,832.13 as realized; also substantiated by the books. The report to September 30, 1871, shows \$34,439.53 as realized, while the books show but \$30,321.11; hence the report shows \$4,118.42 more than the books. The report to September 30, 1872, shows \$36,999.12, while the books show \$39,909.54, making the report \$2,910.42 less than the books. The report to September, 1873, shows \$43,274.06, while the books show \$51,206.95, as realized, making the report \$7,932.89 less than the books. The report to September, 1874, shows \$43,319.99, while the books show \$27,183.35, showing the report \$16,136.64 in excess of the books. The report to September, 1875, shows the amount of \$34,580.35 as realized, while the books show an amount of \$50,702.82; hence the report is \$16,122.47 less than the books.

Q. Do the books show a larger or smaller total than the reports, if you aggregate the amounts from October, 1873, to September, 1875?—A. The books show a larger total; the grand total of books is \$254,831.69; the grand total of reports is 248,\$120.97, showing a larger total on the books of \$6,710.72.

Q. Do these statements, which you hand me, exhibit in a condensed form the comparison you have made between the cash-books and the reports of the Congressional Printer?—A. Yes, sir. (The statements are marked Exhibit FF and Exhibit HH, and herewith filed.)

Q. Should, or should not, the books sustain the reports?—A. By all means, the books should corroborate the statements of the reports.

Q. What books were used by you in the examination of the amounts reported officially to Congress as realized from the sale of paper-shavings, documents, &c.?—A. I examined two cash-books, and another cash-book which we may call the summary cash-book, and a blotter, and a book of entries of paper-shavings.

Q. What do those cash-books show?—A. They are supposed to show the receipts from day to day on account of sales of paper-shavings, documents, impressions, and all other kinds of materials, presses, speeches, &c.

Q. Should the dates appearing on the said cash-books represent the dates on which the transactions and entries took place?—A. They should, the Congressional Printer being supposed to show the receipt of money as it enters into the hands of the person authorized to receive it.

Q. Examine the book you term summary cash-book, and say if you consider it a book of original entry?—A. The summary cash-book before me I would not consider a book of original entry; on the contrary, I am inclined to judge it a transcript of other entries.

Q. How have you satisfied yourself that the entries of receipts on this cash-book are correct?—A. The entries on the cash-book actually represent moneys received, as paid over to the proper person; I have not been able to verify said amounts.

Q. Did you ascertain the correctness of receipts reported as realized from sales of iron, leather, &c.?—A. I could not, there being no records that show sales of iron, presses, leather, and other materials, with the exception of paper-shavings.

Q. Have you found any books showing sales on account of waste paper, paper-shavings, &c.?—A. I have found a book of entry showing accounts with persons purchasing paper-shavings.

Q. Is this book satisfactory evidence to assume that the amounts shown therein are correct?—A. I would not so consider it; the general account of the office should show the amount of paper-shavings during the year.

Q. Have you verified the amount realized from the sale of documents, Records, speeches, &c., as shown in the cash-book?—A. I have not been able to do so; the only records by which to verify some of those entries of receipts of documents, is a memorandum of orders received and delivered, but this being incomplete I was not able to verify either the amount received from documents or Records. There should be an account of Records and documents printed, showing their disposition in full in order to verify this account.

Q. Taking the record of orders for documents, have you found them all accounted for?—A. I have not, so far as I have examined those orders. I find various amounts noted for documents sold, which are not accounted for in the cash-book. I find among others an entry of Weinberger, June 24, for \$8.20; Free Public Library, Worcester, November 21, \$14 for catalogues of library; an entry on folio 14, Dr. Engelman, of \$0.50; Watson, same folio, \$14.80, not accounted for; also, on a blotter, an entry of J. C. Parker June 19, 1875, \$20, not accounted for. Orders of W. H. & O. H. Morrison, September, 1870, 500 copies of volume 5 Court of Claims decisions, twenty copies of laws third session Forty-first Congress of December 19, 1870, not accounted for. It is very difficult to tell from the record of the documents whether the orders have been actually filled, whether the amounts have been paid or not.

Q. Have you found on the cash-book a receipt noted as having been given to Solomon and Chapman, September 14, 1875?—A. I have not.

Q. Do the cash-books account for \$205 as received from W. H. & O. H. Morrison, on or about September 7, 1875?—A. They do not.

Q. Do the cash-books account for \$3 received from Buchecker?—A. The cash-books do not show the name of Buchecker.

Q. What other amounts, if any, have you found unaccounted for?—A. I have found amounts not accounted for, and errors in addition. In cash-book number 2, page 1, I find an error of \$200; in the same book, page 9, I find an error of \$6; in the same book, on page 10, I find an error of 40 cents.

Q. Have you found any other irregularities?—A. I find irregularities as to dates of entry repeatedly. I find them in various places; for instance, on page 5, there are entries of September 10 followed by entries of October 24, and a subsequent entry of September 14; I see the same in other places.

Q. Would you consider this system of accounting for moneys a proper one?—A. I would not; I would consider it as opening the way to loss and speculation.

Q. Have you examined the reports of the Congressional Printer as to his deposits of amounts received from sales of waste paper, paper-shavings, &c.; and, if so, how do they compare with the book-entries?—A. I have examined the reports, as to his deposits, with the showings of his books, and I find that they do not agree in any single instance.

Q. State the deposits made, as shown by the books.—A. The report to September 30, 1869, shows \$22,669.79 deposited, while the books show deposited during that year of \$13,323.81. The report to September, 1870, shows \$32,833.13, and the books show deposited to September, 1870, \$19,675.70. The report to September, 1871, shows deposited \$34,439.53; the books show deposited to September, 1871, \$19,349.78. The report to September, 1872, shows deposited \$36,999.12; the deposits according to the books amount to \$23,291.10. The report to September, 1873, shows \$43,274.06 deposited, while the books show \$56,989.39. The report to September, 1874, shows \$43,309.99. The books to September 30, 1873, show \$22,327.10 deposited. The report to September, 1875, shows \$34,580.35, while the books show \$35,545.93. I would say that the deposits, as shown by the books, are given irrespective of the amounts as realized during the year, but I have prepared the statements showing the actual amount realized as per cash-book, and applied the deposits to the amount realized, and I found the following result. It will be seen, by the reports of the Congressional Printer, the amount realized from sales of documents were deposited, in full, in the United States Treasury. These statements will show that these reports are not borne out by facts; in fact, they are not true. The books show receipts to September, 1869, of \$22,669.79; deposits during the year of \$13,323.81; not deposited, \$9,345.98. September 30, 1870, the cash receipts were \$32,833.13; deposited during the year on this account, \$10,329.72; not deposited, \$22,503.41. Receipts, as per books to September, 1871, \$30,321.11; deposits on this account, \$259.80; not deposited, \$30,061.31. Receipts to September, 1872, as per books, \$39,909.54; no deposit on this account during the year. Receipts, as per books to September 30, 1873, \$51,206.95; deposits during this year on that account, \$7,391.21; not deposited, \$43,815.74. Receipts as shown to September, 1874, \$27,133.35; no deposits during that year on that account. Receipts, as per books, to September, 1875, \$50,702.82; deposited on account, \$16,132.36; not deposited, \$34,569.96.

(The statement referred to by the witness is marked Exhibit II, and made a part of the testimony.)

Q. Does your examination show that for each year a less amount has been deposited than reported?—A. Yes, sir.

Q. Are the deposits as shown by the books correct?—A. Yes, sir, they are; I have compared them with the statements received from the United States Treasury Department.

Q. Are the reports incorrect concerning the amount deposited?—A. The reports stating each year that the amount realized from sales of waste paper, paper-shavings, &c., had been deposited in full with the United States Treasury, as required by law, are incorrect and untrue according to the statements shown by the books.

Q. Have you extended your examination as to receipts and deposits on account of the sale of waste paper, paper-shavings, &c., to a later date than September 30, 1875?—A. I have as far as I had the necessary records to go by, from October 1, 1875, to March 10, 1876.

Q. From your examination, state the amounts deposited from October 1, 1875, to March 10, 1876?—A. There are two deposits on October 12 of \$9,137.38; and on November 12, \$10,889.93.

Q. What balance, then, would this show to be on hand on the 10th of March?—A. The amount realized from October 1, 1875, to February 18, 1876, as shown by loose sheets accompanying summary cash-book, was \$12,580.50; with the balance on hand not deposited on September 30, \$63,825.55, and the balance as shown by cash-book from H.

H. Clapp, from October 4, 1875, to March 10, 1876, \$3,850.66, or total receipts amounting to \$80,260.04, would show, after the deduction of the two deposits, a balance on hand on March 10, 1876, amounting to \$60,232.73.

(The statement showing the figures referring to the last answer is marked Exhibit KK, and made a part of the deposition of the witness.)

• The statement showing receipts and deposits of Congressional Printer, as learned from his reports, and also showing receipts and deposits from examination of cash-book, is marked Exhibit LL, and herewith filed and made part of the deposition of the witness.)

Q. Did you find the necessary data in any books of the Congressional Printer from which to make up this amount of cash on hand?—A. I did not. Summary cash-book showing the transactions only to a certain date in 1874; with the exception of two entries in 1875, the remainder I had to compile from loose memoranda I found in summary cash-book.

Q. Do the cash-books, at any time or under any date or heading, account for any surplus at any particular time?—A. They do not.

Q. You stated before that various amounts on account of receipts were omitted, and that errors in the addition occurred, amounting, so far as you learned, to \$206.40; could those omissions and errors be detected by the person in charge of the cash and cash-book?—A. Certainly they could, and it was his duty to detect them.

Q. What would the neglect to detect those errors and omissions show?—A. That he handled his cash in a very careless manner, and never balanced his cash with his books.

Q. Were the amounts received by H. H. Clapp at any time turned over in full to John Larcombe?—A. With the exception of three items, they were not. He always retained a balance on hand varying from \$152.34 to \$3,850.66.

Q. Can you ascertain from the cash-book, or from other books furnished you, whether or not the moneys on hand were used to make advances to employés?—A. I cannot.

Q. Have you examined the stub check-book of the Congressional Printer, together with the checks in the Treasury; and, if so, do you find that the dates on the stubs and on the checks correspond in all cases?—A. I have examined his stub-book and the checks I found filed in the Treasury Department, and I find in a great many cases the dates noted on the stub do not correspond with the dates on the checks.

Q. Do you know of any reason why this discrepancy should exist?—A. I cannot imagine why this discrepancy should exist in so many cases, unless it were done to mislead as to the date on which these checks were issued.

Q. In your experience as a book-keeper, and from your knowledge of the manner of the transaction of business by business houses, state what the custom is in regard to dating checks and stubs.—A. It is customary in all business houses, banking-houses, &c., that the stubs shall furnish the dates, the amounts, the names, to whom the checks are issued, as appearing on the check itself; in fact, furnishing a true transcript of dates, names, and amounts of the checks, giving a history of the check.

Q. Does this summary cash-book furnished by the Congressional Printer show any accumulation of money from sales of waste-paper, paper-shavings, documents, &c.?—A. It does not; according to this summary cash-book every cent has been deposited into the United States Treasury.

Q. Does it show an apparent squaring of accounts at the time of each deposit?—A. Yes, sir.

Q. Does the summary cash-book show any entries for 1874, 1875, or 1876?—A. It shows some entries for 1874, but only to September of that year; only two entries for 1875, and none in 1876.

Q. Have you examined the books of the Congressional Printer relating to paper accounts?—A. I have examined such books as came before me, and understand that they embrace all the books.

Q. Can you ascertain from the books of the Government Printer the amount of paper or other material, or paper on hand at any particular time?—A. I cannot.

Q. Do the books verify the amount of paper reported as being on hand in the several yearly reports of the Congressional Printer?—A. They do not, and the records are entirely incomplete, and in such a manner as not to show the amount of paper on hand.

Q. Have you made examination of the annual reports of the Congressional Printer in regard to the purchase and consumption of printing-paper and the balance of the same?—A. I have.

Q. Are these reported balances correct?—A. They are not. They are incorrect in every case, in every instance.

Q. How many and what reports have you examined?—A. I have examined the reports for 1869, 1870, 1871, 1872, and 1873.

Q. Could you extend this examination to subsequent reports?—A. I cannot, inasmuch as certain data used in former reports are not given, as, for instance, paper consumed in unfinished work.

Q. Have you seen explanations made by the Congressional Printer in regard to apparent discrepancies, which were offered by him to the committee of Congress about two years ago?—A. I have.

Q. Do these explanations bring complete balances at the end of the year?—A. They do not.

Q. Taking these explanations into consideration, will you inform me what should be the balance at the end of each year during the period covered by your examination?—A. The former reports of the Congressional Printer, showing balance on hand of paper, have shown for the year 1870, from the 1st of October, 1869, to September, 1870, a surplus of \$11,438.42; according to the explanation as given by affidavits in report 474 I find a surplus on hand of \$22,871.85 over the amount reported by him in the report of 1870, on page 31. In other words, the amount actually on hand is \$86,083.50 in lieu of \$108,955.35. For the next year I find reported in report 71, on page 30, \$130,514.03, while the balance on hand shown by affidavits, &c., is \$139,906.16, showing a deficiency of \$9,392.13. The report of 1872, on page 34, shows an amount of \$107,592.47; there should be on hand, with due allowance of the exhibits, \$104,029.99, showing a surplus over report of \$3,562.48. The report of 1873, page 35, shows on hand \$149,400.03; the actual amount on hand, taking into consideration the affidavits and the exhibits presented therewith, amounts to \$148,835.40, showing a surplus over report amounting to \$564.63.

(The statement referred to by witness is marked "Exhibit MM," and made a part of his deposition.)

Q. Is it possible to keep the books of the Government Printing-Office in such a manner as to exhibit clear results as to the cost of the work executed there, the quantity and cost of the materials purchased, the quantity and cost of those consumed, and the quantity and cost of those remaining on hand?—A. It is. They ought to be so kept, in order to guard against all losses, and to conduct the business in such way that at any and all times the transactions of the office should appear; and to guard the Government against losses, fraud, &c.

By Mr. SINGLETON:

Q. From the thorough examination of the books which have come under your eye, and the manner in which they have been kept, is it possible to guard against frauds and losses if this system of book-keeping continues?—A. It is not; on the contrary, I should say that the doors would be wide open to fraud with dishonest officials.

Q. Taking into consideration the way the books have been kept, and the office of the Congressional Printer managed, as shown by the books, could any individual or corporation pursue the same system and hope to escape bankruptcy?—A. I should say that under this system of book-keeping an individual or corporation, being constantly at sea as to the actual state of his business affairs, it necessarily might involve him in bankruptcy.

Q. From your examination of these books, compared with the reports of the Congressional Printer, do you consider them as in any sense reliable?—A. I do not from actual examination of the books before me; I should say that they were not reliable; they are unreliable.

Q. Will you please repeat to the committee what amount of money you find in the hands of the Congressional Printer on the 10th of March, 1876?—A. By examination of the cash-books in connection with loose memoranda found in the books, I find that the balance of \$60,232.73 should be on hand on March 10, 1876, with such other amounts as I stated as not being accounted for. This amount does not include the receipts from Records and speeches since October, 1875.

Q. Suppose you had a book-keeper who should force a balance from time to time, and on examination you found that his books did not balance by \$200 or more, what would be your inference from such a state of things?—A. I would consider him a scoundrel.

Q. Are the errors in the books kept at the Congressional Printing-Office of such a character and so patent that any business man of ordinary capacity on inspection of them might have detected those errors?—A. They are; they should have been detected if there had been a proper system of accountability and inspection by other parties than those keeping the books.

GRAFTON JOHNSON recalled.

By the CHAIRMAN:

Question. You stated in a previous examination that the blank-books examined by you at the request of the committee appeared to be bound in fleashes; please cut the covers of the books before you—records of letters and impost-book, collector's office—and state in what leather they are bound.—Answer. I find, to my surprise, that they are bound in sheep-skin, smooth side in; and I should judge—in fact I know—that the leather must certainly have been of a most inferior kind, and it is treated the same as we treat a very poor quality of fleashes.

Q. What inference do you draw, as a practical binder, from these developments in

regard to the leather?—A. I think the leather used must be what we call picked leather—the bad leather picked from the good and used.

Q. Does any practical advantage accrue to the Government from that use of sheep instead of feshes?—A. Not at all, sir.

Q. What loss would result to the Government from that use of sheep, in case 1,500 dozen of sheep had been used in binding blank-books in the manner you find these to be used, in the course of a year?—A. I should judge, on an average, that there would be a loss of about \$7 per dozen, because feshes would answer every purpose that this sheep does, and it would be just as serviceable, if not more so. The sheep-skin itself is not as strong as feshes. I will explain the reason: The part of the skin next the flesh is shaven off so as to give the sheep-skin a short nap. That is the side that comes next the flesh, and is much tougher than when you get to the center of the skin.

Q. If these books had been bound in good sheep, as it has been represented, would it have been necessary to paste-wash the flesh side, as has been done by the Government bindery in the case of the books you have examined?—A. Not at all. The nap of good sheep has a very fine, smooth appearance, and, when used without paste-washing, makes a much handsomer back, and lasts just as long. The reason the nap is laid down is on account of the inferior quality.

Q. If the sheep used at the Government bindery in blank-work had been of a good quality, what reason, other than to conceal imperfections, could there be—would it not have been a gross misuse of the material to have put it on, flesh-side out, on the blank-books?—A. It would. In my experience, the sheep called law-sheep is never used on blank-books. Law-sheep is picked from sheep-skin, and the commonest sheep-skin is used on blank-books. The sheep they call law-skin is not so porous.

Q. Can there be any good reason given for turning the smooth side of the skin in, except it be to hide the inferiority of the material?—A. I hardly think there can be any beneficial result from it as regards the books; and I think it is a useless piece of extravagance to use sheep-skin in that way, except it be an inferior article.

Q. Might not a very inferior article be used on these blank-books by turning the flesh side out and paste-washing it as they have done?—A. I have no doubt about that at all, because a person would be very foolish to paste-wash a fine sheep-cover.

Q. Have you made actual examination of the leather used in binding the blank-books, and what is its quality?—A. I find it to be of a porous quality.

Q. Would you, in a private bindery, buy and use such leather as you find on these books?—A. I would not. The sheep is of a very inferior quality, and is perfectly rotten, as you can see by examination.

Adjourned.

COMMITTEE ON PRINTING, April 23, 1876.

J. H. ROBERTS recalled.

By the CHAIRMAN:

Question. Is it the custom of the Government office to allow employes to go home to their respective States to vote?—Answer. Yes, sir.

Q. While they are so absent, does the Government pay them as if they were present and at work?—A. It pays them their daily wages.

Q. How long are they absent, generally?—A. Say two to ten or twelve days. Only in Philadelphia and Brooklyn and New York, I think.

Q. At a previous examination certain questions were left unanswered in regard to the cost of different styles of books—referring to requisitions 9560 and 9518 of the Interior Department—are you prepared to answer now?—A. Yes, sir. The 200 books were 2½-quire medium record-book, half Russia plain, requisition 9560. Requisition 9518, two 7-quire demi-register of letters received, Russia ends and boards. The difference in binding, and the style of the paper used, accounts for the difference in price.

Adjourned.

COMMITTEE ON PRINTING, May 2, 1876.

J. H. ROBERTS recalled.

By the CHAIRMAN:

Question. In a previous examination you stated that you had in your possession the accumulated waste gold-leaf covering a period of about seven years. At my request, accompanied by the clerk of this committee, you went to Baltimore, and had the gold melted for the purpose of ascertaining its value. What did you find to be the value

of the gold waste accumulated during the seven years above mentioned?—Answer. There were 449 pennyweights of the light gold, and 30½ pennyweights of the dark gold. The value of the light gold is \$336.75, and of the dark gold, \$30.25.

Q. Did you write or cause to be written and sign the letter which I hand you?—A. It is my opinion, without knowing anything about the handwriting, that that is the copy of a letter which I wrote myself.

Q. Did you sign the letter?—A. I should think so; though I have no memory of it. It looks like my signature.

(The letter marked Exhibit NN is herewith filed and made a part of this testimony. The letter is not dated, but bears indorsement of June 1, 1874.)

Q. Was the statement made in this letter in regard to the cost of binding the Record correct at the time the letter was written?—A. That statement, I should think, is substantially correct.

Q. The cost of binding the Record at that time, according to this letter, without making deduction for paper cut from the edges of the books, was a little over 78 cents; say 78½ cents?—A. That is, as near as my memory serves me, the cost.

Q. Has labor decreased in price since that time?—A. It is just the same.

Q. Has material decreased?—A. Yes, sir.

Q. To what extent?—A. I cannot say; but it has decreased.

Q. Has material decreased to a sufficient extent to make up the difference between 64½ cents and 78½ cents?—A. This calculation (referring to letter in his hand) was made where I could get at the cost, and the other was made from guess-work.

Q. Do you mean by "the other" the calculation given, for a volume of 1,000 pages of the Record, in your testimony of 12th April, 1876, before this committee, and in which you give the cost at 64½ cents?—A. Yes, sir.

Q. The cost, then, for binding a volume of the Record of 1,000 pages at this time amounts to about 78 cents?—A. It would run down considerably less. The calculation that would carry it up to 78 cents then would reduce it to the neighborhood of 75 cents now.

Adjourned.

WASHINGTON, D. C., May 3, 1876.

WILLIAM HEMPHILL JONES sworn and examined.

By the CHAIRMAN:

Question. Please state your occupation.—Answer. Deputy First Comptroller of the Treasury.

Q. How long have you been connected with the Treasury, and in what capacity?—A. I have been connected with the Treasury twenty-four years; first, as accounting-clerk in the First Auditor's office; secondly, as a clerk in the Secretary's office; and for the past eighteen years chief clerk in the First Comptroller's office and Deputy Comptroller.

Q. Are you familiar with the process by which the Congressional Printer draws money from the Treasury?—A. I am perfectly familiar.

Q. In case the Congressional Printer files a requisition, accompanied by a voucher, in the Treasury, what length of time is required, due diligence being used by the Congressional Printer, to draw money from the Treasury?—A. He may get his draft the same day; at any rate, within twenty-four hours afterward.

COMMITTEE ON PRINTING,
Washington, D. C., May 3, 1876.

CHARLES J. WIENER recalled.

By Mr. SINGLETON:

Question. Were you instructed by the Committee on Printing to accompany J. H. Roberts, superintendent of the bindery in the Government Printing-Office, on or about the 13th of April, to his office, for the purpose of ascertaining what amount of gold skewers or waste was in his possession as the accumulation in said office for the last seven years? If so, state whether you examined into the amount, quality, and condition of the same.—Answer. I was so instructed, and on the 13th day of April, 1876, I proceeded with J. H. Roberts to the Government bindery. Mr. Roberts collected from different parts of the office, I think, ten or a dozen pasteboard boxes of different sizes; and, having no scale there, we started over to a drug-store on Louisiana avenue, and there obtained a large empty box, which we weighed first, and, having arrived at the

weight of the box, we emptied into it the contents of the others; then weighing them we arrived at the gross weight of the gold waste and the box. Deducting the one from the other gave us the net weight. I found two qualities of gold; one a dark orange color, the other of a light lemon color. The lemon-colored gold weighed 30½ ounces, exclusive of the weight of the box. The smaller quantity, the dark gold, weighed 2½, exclusive of the weight of the box.

Q. Did you understand from the superintendent of the bindery, Mr. Roberts, that this was all waste gold that had accumulated in the office for the last seven years?—A. Yes, sir.

Q. Had you been requested by the committee to go with Mr. Roberts to the office of a manufacturer of gold-leaf in Baltimore for the purpose of having this waste gold melted down into a bar or bars? And, if so, please state the amount or value of the said gold after it was thus melted down.—A. I did go with Mr. Roberts to Baltimore on last Saturday, the 29th of April, and with him proceeded to the office of Mr. Riley, a manufacturer of gold-leaf, who at our request melted the amount of wastage in order to reduce it into bars of solid gold. The light gold yielded a bar weighing 449 pennyweights; the dark gold, a bar weighing 30½ pennyweights. The market value of the light gold, after melting, was 75 cents a pennyweight, which amounted to \$336.75, and the dark gold is worth one dollar a pennyweight, amounting to \$30.25; the entire wastage, therefore, amounting to \$367. Mr. Riley said that in purchasing this gold he allowed that amount in greenbacks; in selling it he would ask that amount in specie.

EXHIBIT A A.

1.—Check.

[No. 8.] WASHINGTON, D. C., Jan. 9, 1875.

GERMAN-AMERICAN SAVINGS BANK,
of Washington, D. C. :

Pay to Congressional Printer or order twenty dollars.
\$20.00

JOHN C. PARKER.

[Stamped on face: "German-American Savings Bank, Washington, D. C., Jan. 13, 1875. Paid."]

[On margin: "Seventh street, opposite Post-Office Department."]

[Indorsed:] A. M. Clapp, Cong. Printer.

2.—Receipt.

WASHINGTON, D. C., January 9, 1875.

Received of J. C. Parker \$20.00 on account, for Congressional Record for the second session of the 43d Congress.

W. H. COLLINS.

3. Account.

OFFICE OF THE CONGRESSIONAL PRINTER,
Washington, January 20, 1875

J. C. PARKER, Esq., present.

SIR: Below is a statement of your account with this office for the "Congressional Record," to date:

Jan. 20, 1875. To 29,240 pages, to date, @ 15c. per 100 pp.....		\$43 86
Dec. 8, 1874. By cash.....	\$10 00	
Dec. 23, 1874. By cash.....	10 00	
Jan. 9, 1875. By cash.....	20 00	
	40 00	
Balance due the Congressional Printer.....		3 86

Very respectfully,

W. H. COLLINS,
Record Clerk.

EXHIBIT B B.

Paper No. 1.

Cost of binding the Congressional Record for the second session, Forty-third Congress, in three parts, and a volume of index :

33,063 feet leather, @ 24 cts. per foot	\$7,935 12
5,927 feet leather, @ 22 cts. per foot	1,303 94
60 packs gold-leaf, at \$7.75 per pack	455 00
650 bundles (32,500 pounds) boards, at 4½ cents per pound	1,462 50
251 pounds glue, at 23 cents per pound	57 73
4½ barrels flour, at \$7 per barrel	35 25
45 pounds albumen, at \$1.50 per pound	67 50
275 pounds thread, at \$1.15 per pound	316 25
200 pounds twine, at 42 cents per pound	84 00
3½ dozen sweet-oil, at \$3.25 per dozen	10 03
40½ reams marble-paper, at \$7.50 per ream	303 75
Estimated freight on the above	204 35

Paper No. 2.

Cost of binding the Congressional Record for the second session, Forty-third Congress, in three parts, and a volume of index :

10,482 feet C. H. Russia, @ 22 cts. per foot	\$2,306 94
26,816 feet C. H. Russia, @ 24 cts. per foot	6,435 84
1,692 feet C. H. Russia, @ 25 cts. per foot	423 00
60 packs gold-leaf, at \$7.75 per pack	455 00
650 bundles (32,500 pounds) boards, at 4½ cents per pound	1,462 50
251 pounds glue, at 23 cents per pound	57 73
4½ barrels flour, at \$7 per barrel	33 25
45 pounds albumen, at \$1.50 per pound	67 50
275 pounds thread, at \$1.15 per pound	316 25
200 pounds twine, at 42 cents per pound	84 00
3½ dozen sweet-oil, at \$3.25 per dozen	10 03
40½ reams marble-paper, at \$7.50 per ream	303 75

EXHIBIT D D.

Mr. Buchecker to the Congressional Printer, Dr.

1873.	
Oct. 6. For binding two vols.	\$3 00
Received payment.	

H. H. CLAPP,
For the Congressional Printer.

EXHIBIT E E.

Date.	Received from—	For—	Amount.
1874.			
May 25	Wheelwright, Mudge & Co....	Shavings, &c	\$1,743 76
June 24	do	do	1,262 72
July 23	do	do	2,248 30
Aug. 26	do	do	1,769 55
27	Palmer & Bates	1,302 pounds sheep, at 12 cents	156 24
Sept. 26	Wheelwright, Mudge & Co....	Shavings, &c	2,051 04
Nov. 11	do	do	2,415 66
Dec. 17	do	do	2,444 52
1875.			
Jan. 16	Gray & Noyes	10,270 pounds scrap-iron, at 90 cents per 100	92 43
22	Wheelwright, Mudge & Co....	Shavings, &c	3,075 13
Feb. 8	Palmer & Bates	794 pounds sheep, at 12 cents	95 28
16	Wheelwright, Mudge & Co....	Shavings, &c	1,803 08
Mar. 18	R. Wolf & Co.	30 pounds morocco, at 20 cents	6 00
27	Wheelwright, Mudge & Co....	Shavings, &c	3,104 34
31	F. W. Klinger	235 pounds sheep, at 12 cents	\$35 40
		224 pounds calf, at 25 cents	56 00
		518 pounds sheep, at 12 cents	62 16
		174 pounds calf, at 25 cents	43 50
		89 pounds muslin, at 13 cents	11 57
		76 pounds muslin, at 8 cents	6 08
		77 pounds cloth, at 13 cents	10 01
		95 pounds cloth, at 8 cents	7 60
		262 pounds sheep, at 12 cents	31 44
		229 pounds calf, at 35 cents	80 15
Apr. 7	George Hill, jr	Old cutting-machine	343 91
15	Palmer & Bates	1,098 pounds sheep, at 12 cents	50 00
16	do	1,874 pounds sheep, at 12 cents	131 76
		340 pounds calf, at 46 cents	\$324 88
		Cartage to Norfolk steamer	156 40
			1 75
May 20	Wheelwright, Mudge & Co....	Shavings, &c	333 03
11	F. W. Klinger	260 pounds cloth, at 8 cents	1,341 16
		60 pounds cloth, at 13 cents	\$20 80
			7 80
June 14	Wheelwright, Mudge & Co....	Shavings, &c	28 60
2	W. M. King	Little gray mare	2,090 93
22	Wheelwright, Mudge & Co....	Shavings, &c	45 00
July 2	W. A. Lavalette	1 old press	1,364 51
17	Wheelwright, Mudge & Co....	Shavings, &c	25 00
26	Palmer & Bates	1,709 pounds sheep, at 12 cents	1,446 01
		396 pounds calf, at 46 cents	\$205 08
			132 16
Aug. 30	State Department	Printing for Alabama Claims Commission	337 24
2	C. A. Brassler	Running-gear of old wagon	1,123 32
14	Wheelwright, Mudge & Co....	Shavings, &c	10 00
17	H. O. Hall, copy-holder	Returned overpay	1,557 12
17	J. W. Wilson, wetting-room	Balance never called for	3 00
Sept. 15	Wheelwright, Mudge & Co....	Shavings, &c	2 90
30	H. H. Clapp	Printing	1,201 73
30	W. H. Collins	Congressional Record	2,615 65
Oct. 7	Palmer & Bates	2,447 pounds sheep, at 12 cents	7,322 65
		239 pounds calf, at 46 cents	\$293 64
			109 94
Nov. 18	Wheelwright, Mudge & Co....	Shavings, &c	403 58
16	F. W. Klinger	171 pounds cloth, at 8 cents	1,990 04
		93 pounds cloth, at 13 cents	\$13 68
		42 pounds akiver, at 5 cents	12 74
		76 pounds old leather, at 15 cents	2 10
			11 40
Dec. 17	Wheelwright, Mudge & Co....	Shavings, &c	39 93
17	R. Hoe & Co.	4 Adams and 4 Gordon	1,826 74
23	Wheelwright, Mudge & Co....	Shavings, &c	3,000 00
1876.			
Jan. 13	do	do	1,390 73
14	George Williams	1 old mule	1,663 59
Feb. 9	F. W. Klinger	456 pounds cloth scraps, at 8 cents	13 00
		90 pounds cloth scraps, at 13 cents	\$36 43
			11 70
15	Dobler, Mudge & Chap. (Wheelwright, Mudge & Co.)	Shavings, &c	48 18
18	Hooks' Smelting Company....	5,400 pounds dross, at 4 cents	1,938 72
			216 00

EXHIBIT G G.

Messrs. Solomons & Chapman to the Congressional Printer, Dr.

1876.	
Mar. 29. For press-work and paper for 75 copies Morse Memorial	\$34 93
" binding same, at 28 cents	21 00
" 75 plates for same	1 20
	57 13
10 per cent	5 71
	62 84
1875.	
Sept. 14. By deposit	60 00
	2 84
Received payment.	

H. H. CLAPP,
For the Congressional Printer.

MARCH 29, 1876.

EXHIBIT F F.

Statement showing differences between amounts realized from sale of paper, paper-sharings, documents, &c., as shown by reports of Congressional Printer to Congress, the books of Congressional Printer, and loose sheets.

1871.	
Report	\$34,439 53
Books	30,321 11
Report more than books	4,118 42
1872.	
Report	36,999 12
Books	39,909 54
Report less than books	2,910 42
1873.	
Report	43,274 06
Books	51,206 95
Report less than books	7,932 89
1874.	
Report	43,319 99
Books and loose sheets	27,183 35
Report more than books	16,136 64
1875.	
Report	34,580 35
Books and loose sheets	50,702 82
Report less than books	16,122 47

EXHIBIT H H.

Comparative statement of amounts realized from the sale of paper, paper-shavings, documents, &c., as shown by the annual reports of the Congressional Printer to Congress, his cash-book, and loose sheets.

	Amount as per annual report.	Amount as per cash-book.
During the year ending September 30, 1869	\$22,669 79	\$22,669 79
During the year ending September 30, 1870	32,838 13	32,838 13
During the year ending September 30, 1871	34,439 53	30,321 11
During the year ending September 30, 1872	36,999 12	39,909 54
During the year ending September 30, 1873	43,274 06	51,206 95
During the year ending September 30, 1874	43,319 99	27,183 35
During the year ending September 30, 1875	34,580 35	50,702 82
	<u>248,120 97</u>	<u>254,831 69</u>
Total amount as per cash-book		254,831 69
Total amount as per annual reports		248,120 97
Showing a surplus on cash-book of		6,710 72

EXHIBIT I I.

Statement showing deposits in detail made by the Congressional Printer on account of amounts realized from the sale of paper, paper-shavings, documents, &c., as evidenced by cash-books and loose sheets.

		Amounts not deposited during the year.
Amounts realized during the year ending September 30, 1869, as per cash-book	\$22,669 79	
Deposit April 14, 1868	\$3,772 86	
Deposit September 13, 1869	9,550 95	
	<u>13,323 81</u>	
On hand September 30, 1869		\$9,345 98
Deposited July 19, 1870		<u>9,345 98</u>
Amount realized during the year ending September 30, 1870, as per cash-book	\$32,838 13	
Deposit July 19, 1870	\$6,273 77	
Deposit August 13, 1870	4,055 95	
	<u>10,329 72</u>	
On hand September 30, 1870		\$22,508 41
Deposited May 17, 1871	19,589 98	
Deposited April 9, 1872	2,918 43	
	<u>22,508 41</u>	
Amount realized during the year ending September 30, 1871, as per cash-book	\$30,321 11	
Deposit May 17, 1871	259 80	
On hand September 30, 1871		\$30,061 31
Deposited April 9, 1872	20,372 67	
Deposited November 29, 1872	9,515 20	
Deposited April 17, 1873	173 44	
	<u>30,061 31</u>	

		Amounts not deposited dur- ing the year.
Amount realized during the year ending September 30, 1872, as per cash-book	\$39,909 54	
No deposits during the year ending September 30, 1872.		
On hand September 30, 1872		\$39,909 54
Deposited November 29, 1872	4,200 13	
Deposited April 17, 1873	11,831 31	
Deposited May 15, 1873	11,771 75	
Deposited August 19, 1873	12,106 35	
	<u>39,909 54</u>	
Amount realized during the year ending September 30, 1873, as per cash-book	\$51,206 95	
Deposits August 19, 1873	7,391 21	
On hand September 30, 1873		\$43,815 74
Deposited June 16, 1874	\$5,987 56	
Deposited August 6, 1874	8,342 26	
Deposited August 27, 1874	7,997 28	
Deposited January 2, 1875	4,860 03	
Deposited April 23, 1875	14,553 04	
Deposited October 12, 1875	2,075 57	
	<u>43,815 74</u>	
Amount realized during the year ending September 30, 1874, as per cash-book and loose sheets	\$27,183 35	
No deposits.		
On hand September 30, 1874		27,183 35
Deposited October 12, 1875	\$7,061 81	
Deposited November 12, 1875	10,889 93	
	<u>17,951 74</u>	
On hand to be accounted for		9,231 61
Amount realized during the year ending September 30, 1875, as per cash-book and loose sheets	\$50,702 82	
Deposits January 2, 1875	16,132 86	
On hand to be accounted for		34,569 96

EXHIBIT K K.

Statement from cash-books and supplementary sheets of A. M. Clapp, Congressional Printer, showing—

Amounts realized from the sale of paper, paper-shavings, documents, &c., &c., from October 1, 1875, to February 18, 1876, inclusive	\$12,580 50	
Balance not deposited on September 30, 1875, as per statement LL	63,828 88	
From October 4, 1875, to March 10, 1876, including a balance on September 30, 1875	\$1,211 64	
and errors of pp. 1, 9, and 10	206 40	
as per cash-book of H. H. Clapp	<u>3,850 66</u>	
Total		\$80,260 04

Deposits, as per summary cash-book, with Treasurer of the United States, on account of the above items :

October 12, 1875	\$9,137 38	
November 12, 1875	10,889 93	
	<u>20,027 31</u>	

Leaving a balance on March 10, 1876, to be accounted for, of..... 60,232 73

EXHIBIT L L.

Annual reports of A. M. Clapp, Congressional Printer, to Congress, showing amounts realized from the sale of paper, paper-shavings, documents, &c.

Forty-first Congress, second session, Senate Mis. Doc. No. 1, during the year ending September 30, 1869.....	\$22,669 79
Forty-first Congress, third session, Senate Mis. Doc. No. 1, during the year ending September 30, 1870.....	32,838 13
Forty-second Congress, second session, Senate Mis. Doc. No. 1, during the year ending September 30, 1871.....	34,439 53
Forty-second Congress, third session, Senate Mis. Doc. No. 1, during the year ending September 30, 1872.....	36,999 12
Forty-third Congress, first session, Senate Mis. Doc. No. 1, during the year ending September 30, 1873.....	43,274 06
Forty-third Congress, second session, Senate Mis. Doc. No. 22, during the year ending September 30, 1874.....	42,319 99
Forty-fourth Congress, first session, Senate Mis. Doc. No. 11, during the year ending September 30, 1875.....	34,580 35
Total.....	\$248,120 97

Deposits, as per annual reports, with Treasurer United States, on account of the above items.

Forty-first Congress, second session, Senate Mis. Doc. No. 1, during the year ending September 30, 1869.....	\$22,669 79
Forty-first Congress, third session, Senate Mis. Doc. No. 1, during the year ending September 30, 1870.....	32,838 13
Forty-second Congress, second session, Senate Mis. Doc. No. 1, during the year ending September 30, 1871.....	34,439 53
Forty-second Congress, third session, Senate Mis. Doc. No. 1, during the year ending September 30, 1872.....	36,999 12
Forty-third Congress, first session, Senate Mis. Doc. No. 1, during the year ending September 30, 1873.....	43,274 06
Forty-third Congress, second session, Senate Mis. Doc. No. 22, during the year ending September 30, 1874.....	43,319 99
Forty-fourth Congress, first session, Senate Mis. Doc. No. 11, during the year ending September 30, 1875.....	34,580 35
Total.....	\$248,120 97

Statement from cash-book and loose sheets of A. M. Clapp, Congressional Printer, showing amounts realized from the sale of paper, paper-shavings, documents, &c.

During the year ending September 30, 1869.....	\$22,669 79
During the year ending September 30, 1870.....	32,838 13
During the year ending September 30, 1871.....	30,321 11
During the year ending September 30, 1872.....	39,909 54
During the year ending September 30, 1873.....	51,206 95
During the year ending September 30, 1874.....	27,183 35
During the year ending September 30, 1875.....	50,702 82
	<hr/>
	\$254,831 69

Deposits as per cash-book with Treasurer of the United States on account of the above items:

During the year ending September 30, 1869.....	\$13,323 81
During the year ending September 30, 1870.....	19,675 70
During the year ending September 30, 1871.....	19,849 78
During the year ending September 30, 1872.....	23,291 10
During the year ending September 30, 1873.....	56,989 39
During the year ending September 30, 1874.....	22,327 10
During the year ending September 30, 1875.....	35,545 93
	<hr/>
	191,002 81

Leaving on September 30, 1875, on hand a balance not deposited amounting to..... \$63,828 88

EXHIBIT M M.

Statement of balances of printing-paper at Government Printing-Office, from October 1, 1869, to September 30, 1873, as shown from Congressional Printer's official reports, and Exhibits A, B, C, D, E, and F, accompanying affidavits contained in Report 474, Forty-third Congress, first session, Senate.

October 1, 1869, to September 30, 1870:		
On hand October 1, 1869, (Report 1869, p. 27).....		\$136,389 25
Bought during year, (Report 1870, p. 31)		418,974 21
Total on hand during year.....		555,363 46
Actual consumption.....	\$457,846 53	
Consumed and not charged, as per Report 474, Forty-third Congress, first session, Senate:		
Exhibit A, p. 129.....	\$1,822 38	
Exhibit B, p. 131.....	5,674 41	
Exhibit C, p. 133.....	1,410 09	
Exhibit F, proportion, p. 136	2,526 55	
	<u>11,433 43</u>	
Total consumption		469,279 96
Should be on hand September 30, 1870.....		86,083 50
Amount reported on hand, (Report 1870, p. 31).....		108,955 35
Surplus.....		22,871 85
October 1, 1870, to September 30, 1871:		
On hand October 1, 1870.....		\$86,083 50
Bought during year, (Report 1871, page 30).....		483,108 50
Total on hand during year.....		569,192 00
Actual consumption.....	\$423,360 48	
Consumed and not charged as per Report 474, &c.:		
Exhibit A, pages 129, 130	\$1,621 05	
Exhibit B, page 131	329 64	
Exhibit C, pages 133, 134.....	1,448 12	
Exhibit F, proportion, page 136.....	2,526 55	
	<u>5,925 36</u>	
Total consumption		429,285 84
Should be on hand September 30, 1871.....		139,906 16
Amount reported on hand, (Report 1871, page 30)		130,514 03
Deficiency		9,392 13
October 1, 1871, to September 30, 1872:		
On hand October 1, 1871.....		\$139,906 16
Bought during year, (Report 1872, page 34).....		498,989 25
Total on hand during year.....		638,895 41
Actual consumption.....	\$527,472 92	
Consumed and not charged as per Report 474, &c.:		
Exhibit A, page 130.....	\$2,272 49	
Exhibit B, pages 131, 132.....	717 98	
Exhibit C, page 134	1,875 48	
Exhibit F, proportion, page 136.....	2,526 55	
	<u>7,392 50</u>	
Total consumption		534,865 42
Should be on hand September 30, 1872.....		104,029 99
Amount reported on hand, (Report 1872, page 34)		107,592 47
Surplus.....		3,562 48

October 1, 1872, to September 30, 1873:

On hand October 1, 1872.....		\$104,029 99
Bought during the year, (Report 1773, p. 35).....		536,968 21
Total on hand during year.....		640,998 20
Actual consumption.....	\$467,032 19	
Consumed and not charged, as per report 474, &c.:		
Exhibit A, p. 130.....	\$3,834 46	
Exhibit B, p. 132.....	829 62	
Exhibit C, p. 134, 135.....	1,734 17	
Exhibit D, p. 135.....	3,294 76	
Exhibit E, p. 136.....	12,911 05	
Exhibit F, proportion, p. 136.....	2,526 55	
	25,130 61	
Total consumption.....		492,162 80
Should be on hand September 30, 1873.....		148,835 40
Amount reported on hand, (Report 1873, p. 35).....		149,400 03
Surplus.....		564 63

EXHIBIT N N.

Letter from J. H. Roberts to Hon. W. G. Donnan.

GENTLEMEN: When I gave my testimony to your committee in the matter of the cost of printing the debates of Congress, I was not aware that any testimony had been taken relative to the cost of binding the volume, but upon page 17 I find a statement by Mr. Church, which is here appended. This statement, unexplained, would, in my opinion, mislead the committee as to the cost of binding the volume referred to.

The facts in the case are these: The journeyman is paid for the work by the piece, in accordance with a list of prices established by the Journeyman Bookbinders' Society. Mr. Bailey and all other contractors, for binding the debates of Congress, have paid the same price for labor as is paid by the Congressional Printer, neither more or less. In this case, at least, it costs no more to execute the work in a Government than in a private establishment, the same list of prices governing the cost of labor in each case. The cost of material must be about the same in either case; so, instead of it being more economical to have the work executed elsewhere than at the Government Printing Office is not correct.

The fact is that the Government saves, over and above expenses, the amount which would be a fair profit for the contractor.

The cost of binding the volumes of the Congressional Record in books of 1,000 pages, will be per volume—

For journeyman's wages.....	25 cents per vol.
cost of material.....	38 cents per vol.
superintending, hauling, &c.....	07½ cents per vol.
Total cost of binding.....	70½ cents per vol.

This statement does not include the folding, gathering, and collating, which is done by the printer, which would make an additional cost of 7¼ cents per volume, but the Government makes a further saving in this case by doing its own work, in the paper cut from the edges of the books, which of itself would be a sufficient profit for the contractor, and which the Government would lose, amounting to 3 and 1-5 cents per volume.

The price charged in the Congressional Printer's Report, for binding the volumes of the Congressional Globe, was made by myself, several years ago, when I was not so particular as now to get the exact cost, as I stated in my testimony to the Committee.

Very respectfully,

J. H. ROBERTS,
Foreman of Bindery.

To the Printing Committee of the House of Representatives.

EXHIBIT P P.

No. 24.

WASHINGTON, D. C., *September 7, 1875.*

National Bank of the Republic, pay to A. M. Clapp, (Public Printer,) or order, two hundred and five dollars, in payment for 500 Opinions Att'y General, vol. 14.
 §205. W. H. & O. H. MORRISON.

(Indorsed :) A. M. Clapp, Cong. Printer.

EXHIBIT O O.

U. S. GOVERNMENT BINDERY,
Washington, _____, 1872.

The Congressional Printer will please furnish, for the use of the Government bindery, 50 reams white cap.

J. H. ROBERTS,
Foreman.

Received the above Feb. 20th, 1872.

J. H. ROBERTS,
Foreman.

(Foreman's Requisition and Receipt.)

EXHIBIT Q.

OFFICE OF THE CONGRESSIONAL PRINTER,
Washington, September 14, 1875.

Received of Messrs. Solomons & Chapman, sixty dollars deposit on account of printing and binding seventy-five copies Morse Memorial.

Should the work not amount to the sum of sixty dollars, the difference to be refunded.

H. H. CLAPP,
Chief Clerk.

EXHIBIT S S.

METROPOLITAN BOOK-STORE,
 911 Pennsylvania Avenue, between 9th and 10th streets,
Washington, Feb. 20th, 1872

CONGRESSIONAL PRINTER :

Bought of Philp & Solomons—

50 rms. white cap-paper, 18 lbs. c 26 ; 4.68..... \$234 00



CORA A. SLOCOMB AND OTHERS.

MAY 13, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. NEW, from the Committee on War-Claims, submitted the following

R E P O R T :

[To accompany bill H. R. 3434.]

The Committee on War-Claims, to whom the memorials of Mrs. Cora A. Slocomb and her daughters, Mrs. Ida A. Richardson and Mrs. Caroline Urquhart, were referred, respectfully report :

That in July, 1862, Mrs. Slocomb applied to General B. F. Butler, then commanding the military district in which New Orleans was situated, for permission to leave that city, with her two daughters, Miss Ida A. Slocomb (now Mrs. Richardson) and Mrs. Caroline A. Urquhart, and retire to a country-seat in the mountain-region of North Carolina, where they were in the habit of spending their summers. It is clear from a letter of General Butler to Mrs. Slocomb that he regarded their contemplated absence as being for the summer only. The permission was granted, and he pledged them, as the commanding general, that so long as they did no act of hostility to the United States, their property in New Orleans should not be disturbed nor interfered with. With this assurance from the commanding general, they left New Orleans, and repaired to their said summer home, relying upon the pledge thus made by the United States, and leaving their property in the care and custody of proper persons.

We deem it proper to incorporate in this report the following letters written by General B. F. Butler :

LOWELL, September 25, 1865.

MADAM: For anything that I have done in getting the restoration of your property, I neither desire nor require thanks. When you left New Orleans I pledged my faith, and I supposed the faith of the Government, that your property should not be disturbed. By acts on the part of those in authority thereafter, for which there can be no palliation, except ignorance of the fact or of their duty, that pledge was not observed. To restore my own faith as far as possible, I aided in procuring the restoration of the property. I could not do less in honor. A sense of this has prevented my reply to a kind note of thanks of Mrs. Urquhart. I grieve, madam, most sincerely at the spoliations you have suffered under the circumstances, and rejoice only that they did not take place under my administration of affairs. At present in the service of the United States, I cannot act "professionally" in your behalf, although the motives of a professional fee has been charitably ascribed to me for what I have done, as I see by the papers. Let that not pain you for an instant. I am by far too used to obloquy to mind a little, more or less. Your claim for the property in your house must rest, if anywhere, upon my pledge to you when in command. The same motive which has led me in this matter before still continues. If, therefore, you will cause the proper papers to be sent me, I will do what I can to obtain justice for you, but not professionally.

Respectfully, your obedient servant,

BENJ. F. BUTLER.

BOSTON, MASS., June 20, 1873.

DEAR SIR: At your request, as attorney for Mrs. Slocomb and Mrs. Urquhart, I gave you a statement of the facts in regard to the matter as far as I have any knowledge. When I came to New Orleans I learned that Mrs. Slocomb, while a fast friend of the confederate cause while her son was serving in the confederate army, yet had manifested her sense of right and justice by refusing to allow the debts which she owed her northern creditors to be confiscated, and resisting that very extraordinary and unjust enactment of the confederate congress, had paid and had made arrangements to pay her debts. She was peaceably residing in New Orleans, and did nothing after the advent of the United States troops in the city to merit any animadversion of the commanding general. In an interview I had with her and her daughter, for reasons that seemed to me entirely sufficient, I gave them the pledge of the general commanding that, so long as they did no act of hostility to the United States, that their property in New Orleans should not be disturbed nor interfered with; and upon that assurance they desired a pass to go to some country residence in North Carolina, I think, where they stated that they should take no part with the confederacy, and I gave them a permit to go; and, while not putting a formal safeguard or protection in their hands, I yet gave them an informal letter bearing upon the question, which was as much a pledge of faith of the United States as could well be made, relying upon its protection and relying upon my word. Mrs. Slocomb and her daughter left New Orleans, leaving their property in the care and custody of proper persons. I know personally nothing further of Mrs. Slocomb, but I do know, and will state, that any violation of the pledge I gave them was unmilitary, without right, and unjust, and a breach of national faith.

I have the honor to be, very truly, yours,

BENJ. F. BUTLER.

A. T. STONE, Esq.,
Baltimore, Md., Corner Saint Paul and West Fayette Streets.

There is also on file the sworn statement of William H. Wietzel, late major and assistant adjutant-general, brevet colonel, and provost marshal Eighth Army Corps. He swears that he had personal knowledge of the fact that General Butler gave his pledge of protection of the property of the claimants. Said Wietzel concludes his statement as follows:

If, as I am informed, any officers of the United States Army or Government made any seizures of any of their moneys, valuables, or property after General B. F. Butler retired from the command of that department, it was unjust and disgraceful, in violation of the usages of war, derogatory of the dignity of the Government, and a violation of the written protection given them by Maj. Gen. B. F. Butler, whose word had also been pledged, and who had guaranteed the good faith of the Government, that their property should be protected.

As long as General Butler remained in command, the pledge given by him was strictly observed; but General Butler was shortly thereafter succeeded by General Banks, and about August 1, 1862, a general order was issued by the latter, under which all the real estate owned by the claimants was taken possession of by his quartermaster. It is believed that General Banks was ignorant of the pledge given by his predecessor. A portion of said property was used for various military purposes, and the residence was turned over to B. F. Flanders, the supervising special agent of the Treasury in that city; the rents thereof were collected by him, and were duly accounted for to the Treasury Department. Some time thereafter, about the 15th of March, 1864, a number of shares in the New Orleans Gas-Light Company, belonging respectively to Mrs. Slocomb and her daughter Ida, were also seized by the quartermaster, who received dividends thereon amounting, on the stock of Mrs. Slocomb to \$468, and on that of the daughter to \$504.

On being informed of these facts, Mrs. Slocomb made repeated applications for permission to return to New Orleans, but permission was refused, and all the parties remained at their country-seat until the close of the war, without in any manner participating therein. At the close of the war, about September 1, 1865, their property was restored to

them by order of the President, and the gas-light stock by the same order was retransferred on the books to Mrs. Slocomb and her daughter Ida. In the year 1864, the sum of \$14,300, which was due to Miss Ida Slocomb (now Mrs. Richardson) by the Merchants' Mutual Insurance Company, for the loss of several buildings insured in that company, was seized under a special order from General Banks, and paid by the company, under the order of General Banks, to Captain McClure, acting quartermaster.

All of the moneys collected as aforesaid should be paid to the petitioners. When General Butler took possession of New Orleans he issued a proclamation in which he declared that "all the rights of property, of whatever kind, will be held inviolate, subject only to the laws of the United States."

The taking of the property of these parties was not authorized by any law. It was in utter defiance of the acts of Congress of August 6, 1861, and July 17, 1862. It was a taking of the property without a proceeding *in rem*, as required in said acts. Under the facts and law it could not be said to have been seized "*flagrante bello*," for it was not taken until several months after the capture of the city, after the proclamation of General Butler above referred to, and after the pledges given by him, as the commanding general, that the property of the claimants should be protected and not interfered with. Property thus situated is exempt from capture as booty of war. See case of Planters' Bank *vs.* Union Bank, 16 Wallace, p. 483. Unless the authority of this case is disregarded, the finding of the committee must be in favor of the claimants.

The Committee on War-Claims of the Forty-third Congress reported favorably upon the claims of these parties.

The amount of money collected belonging to Cora A. Slocomb is :

Rents collected, (less expenses).....	\$12, 246 40
Dividends gas-light company collected.....	468 60
	<hr/>
	12, 714 40

The amount of money collected belonging to Ida A. Slocomb (Richardson) is :

Rents collected, (less expenses).....	\$5, 675 00
Amount of insurance collected.....	14, 300 00
Dividends gas-light company collected.....	504 00
	<hr/>
	20, 479 00

The amount of money collected belonging to Mrs. Caroline A. Urquhart is :

Rents collected, (less expenses).....	\$5, 467 15
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The committee, therefore, report the accompanying bill, providing for the re-imbusement of these parties in the above-named sums, respectively, which were collected by the agents of the Government and were paid into or accounted for to the Treasury Department, less certain expenses incurred, and recommend its passage.

The memorialists also ask for compensation for the use of such portions of their real estate as were applied to public uses, and for personal property taken also for that purpose, and which was either lost or very much damaged. As to this part of the claims, the committee are not sufficiently satisfied as to values to make any allowance therefor.

THE RE-IMBURSEMENT OF THE STATES FOR EXPENSES
INCURRED IN THE LATE REBELLION.

MAY 13, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. NEW, from the Committee on War-Claims, submitted the following

REPORT:

[To accompany bill H. R. 2420.]

The Committee on War-Claims, to whom was referred the bill (H. R. 2420) to re-imburse the States for expenses incurred in the late rebellion, report that they have had the same under consideration, and recommend its passage, with certain amendments indorsed thereon.

In the opinion of the committee, the act of July 27, 1861, is inadequate to afford the relief to which some of the States may be entitled, for the reason that, by the interpretation which said act has heretofore received in the Treasury Department, "it is only for expenditures on account of troops, officers, or men that have been or may be mustered and received into or actually employed in the service of the United States that re-imbursements will be made." Under this construction of the law of 1861, the States are deprived of re-imbursement for necessary expenditures incurred in enrolling, subsisting, clothing, supplying, arming, equipping, paying, and transporting troops called for by authority of the United States, if from any cause, however reasonable or unavoidable, any of those troops, after enlistment, were not mustered in or actually employed thereafter in the service of the United States. Your committee believe that it was not intended by the act of 1861 to deny re-imbursement to the States in such cases for expenses incurred in good faith; and, that all doubt may be removed in relation thereto, your committee recommend the passage of said bill.

○

J. T. MCGINNISS.

MAY 13, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BANNING, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 2257.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 2257) and accompanying documents, makes the following report:

On or about the 29th of September, 1867, a small iron office-safe, belonging to the Government, for which Capt. N. S. Constable, acting quartermaster, United States Army, was responsible, was stolen from the headquarters at Fort Shaw, Montana Territory.

A board of examiners, consisting of three Army officers, was convened by Special Orders No. 93, at Fort Shaw, October 9, 1867, to inquire into and report upon the loss of said safe and its contents.

The board found that the safe had been taken by a person or persons unknown to the responsible parties or to the board.

The examiners also found as follows:

In said safe was \$380.79, subsistence-funds, for which First Lieut. J. T. McGinniss, assistant quartermaster Thirteenth Infantry, acting commissary of subsistence at Fort Shaw, Montana, is responsible.

In said safe was \$798.51 regimental funds of the Thirteenth Infantry, and \$294.93 post funds; also, \$27.14 regimental band Thirteenth Infantry, and \$300 private money, for which First Lieut. Thomas J. Lloyd, adjutant Thirteenth Infantry and post, is responsible.

The board of examiners further found that the safe had been turned over to Lieutenant McGinniss a few days previous to the theft; that a clerk slept in the office; that the safe was kept by McGinniss in the same manner it had been kept by his predecessor, and that it had probably been stolen by deserters from the Army.

The following certificate of Lieut. J. B. Guthrie, of the Thirteenth Infantry, fully presents the case, and shows that the loss was not the result of any negligence of McGinniss.

Lieutenant Guthrie's statement.

I hereby certify that on or about the 20th day of September, 1867, I transferred to date, August 31, 1867, to Capt. N. S. Constable, assistant quartermaster United States Army, a small office-safe, (iron.) I retained the keys of the safe for the time being, and on the 27th of September I transferred them, (the keys,) together with what subsistence-funds I was responsible for, \$380.97, to First Lieut. J. T. McGinniss, regimental quartermaster Thirteenth Infantry, who was ordered to relieve of duties in the sub-department at this place. On the 30th of September I received from Bvt. Maj. Gen. Jno. W. Turner, commissary of subsistence at Saint Louis Mo., the sum of \$10,000,

which I transferred to Lieut. J. T. McGinniss on the 1st day of October. On receiving this money Lieut. McGinniss first discovered the safe had been stolen from the office. Search was immediately instituted, but without success. I know this safe contained a large amount of money, part of which was the amount I transferred to Lieutenant McGinniss a few days previous, and part of which money in the safe was deposited by Lieutenant Lloyd, regimental adjutant. Lieutenant McGinniss was not responsible, either for the safe or its loss and contents. The safe had always remained in the office, and no danger was apprehended of its being stolen. The exact amount of subsistence funds lost, I cannot state.

J. B. GUTHRIE,

Second Lieutenant Thirteenth Infantry, U. S. A.

The committee therefore recommend that H. R. No. 2257 be amended as follows: Strike out the words "fifty-six dollars," in the sixth line, and insert the words "eighty dollars and seventy-nine cents," and that the bill, thus amended, be passed.

○

CHOCTAW INDIANS.

MAY 15, 1876.—Recommitted to the Committee on Indian Affairs and ordered to be printed.

Mr. WILSHIRE, from the Committee on Indian Affairs, on leave submitted the following

REPORT :

[To accompany bill H. R. 3463.]

The Committee on Indian Affairs, to whom was referred the memorial of the Choctaw Nation, asking for the settlement of their claims for lands ceded to the United States under the treaty of 1830, respectfully submit the following report :

The subject presented by this memorial has been before Congress in one or another of various forms for many years, and has been the subject of a great deal of consideration and discussion without any successful determination. It grows out of the treaty between the United States and the Choctaw Nation of Indians of date June 22, 1855, which was the result of negotiations on the part of the Choctaw Nation for the purpose of securing the settlement and payment and satisfaction of the various claims, national and individual, of the Choctaw Nation and people against the United States under the treaty of 1830.

It was claimed by the delegates of the Choctaw Nation that by a fair construction of the treaty of 1830 itself the United States were bound to account to the Choctaw Nation for the net proceeds of all the lands ceded to the United States by that treaty.

The Choctaw Nation, failing to secure what they claimed to be justly due them under the treaty of 1830, consented to further treat with the United States on that subject, and, to that end, on the 22d day of June, 1855, entered into a treaty with the United States, by the eleventh and twelfth articles of which the United States declared that, and agree as follows :

ARTICLE XI. The Government of the United States not being prepared to assent to the claim set up under the treaty of September 27, 1830, and so earnestly contended for by the Choctaws as a rule of settlement, but justly appreciating the sacrifices, faithful services, and general good conduct of the Choctaw people, and being desirous that their rights and claims against the United States shall receive a just, fair, and liberal consideration, it is therefore stipulated that the following questions be submitted for adjudication to the Senate of the United States :

“First. Whether the Choctaws are entitled to, or shall be allowed, the proceeds of the sale of the land ceded by them to the United States by the treaty of September 27, 1830, deducting therefrom the costs of their survey and sale, and all just and proper expenditures and payments under the provisions of said treaty ; and, if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold, in order that a final settlement with them may be promptly effected ; or,

“Second. Whether the Choctaws shall be allowed a gross sum in further and full satisfaction of all their claims, national and individual, against the United States ; and, if so, how much ?”

ARTICLE XII. In case the Senate shall award to the Choctaws the net proceeds of the lands ceded as aforesaid, the same shall be received by them in full satisfaction of all their claims against the United States, whether national or individual, arising

under any former treaty; and the Choctaws shall thereupon become liable and bound to pay all such individual claims as may be adjudged by the proper authorities of the tribe to be equitable and just; the settlement and payment to be made with the advice and under the direction of the United States agent for the tribe; and so much of the fund awarded by the Senate to the Choctaws as the proper authorities thereof shall ascertain and determine to be necessary for the payment of the just liabilities of the tribe shall, on their requisition, be paid over to them by the United States. But should the Senate allow a gross sum in further and full satisfaction of all their claims, whether national or individual, against the United States, the same shall be accepted by the Choctaws, and they shall thereupon become liable for and bound to pay all the individual claims as aforesaid; it being expressly understood that the adjudication and decision of the Senate shall be final. (11 Stat. at Large, page 611.)

It will be seen that by the twelfth article of this latter treaty it is specifically provided that whatever might be awarded by the Senate to the Choctaws, in this behalf, they were to receive in *full satisfaction* of all claims, national and individual. To show that the Choctaws were not only bound to accept the award thus made, but that the Government of the United States was bound also to comply with the same, this article declares that, "it being expressly understood that the *adjudication and decision* of the Senate shall be final."

This treaty was ratified June 22, 1855. On the 9th day of March 1859, upon the unanimous report of the Committee on Indian Affairs of the Senate of the United States, which had fully and maturely considered the question, and after consideration and free debate in open Senate, the award, adjudication, and decision, in pursuance of the power conferred by the treaty, was made and given, whereby it was, by that high tribunal, adjudged "that the Choctaws be allowed the proceeds of the sales of such lands as have been sold by the United States, on the first day of January last, (1859,) deducting therefrom the cost of their survey and sale, and all proper expenditures and payments under said treaty, excluding the reservations allowed and secured, and estimating the scrip issued in lieu of reservations, at the rate of one dollar and twenty-five cents per acre; and further, that they be allowed twelve and a half cents per acre for the residue of said lands."

In pursuance of that *adjudication, decision, and final award* of the Senate, the Secretary of the Interior, who, by that *decision and award*, was directed to state, or cause to be stated, an account with the Choctaws under the treaty of 1855, according to the principles thus prescribed for the settlement of their claims, and to report the same to Congress. And, in pursuance of that direction, the Secretary of the Interior did state said account, and reported the same to the Senate, May 28, 1860, which is as follows:

Statement of account with the Choctaw Indians, in conformity with the resolutions and decision of the Senate of the United States of March 9, 1859.

	Acres.
Total area of lands ceded by the Choctaws by the treaty of 27th September, 1830	10, 423, 139. 69
Area of reservations "allowed and secured" which are to be deducted and excluded from computation in the account	334, 101. 02
Leaving	10, 089, 038. 67
Quantity sold up to January 1, 1859	5, 912, 664. 63
Residue of said lands	4, 176, 374. 04
Of this residue, 2,292,766 acres have been disposed of under the swamp-land act, and grants for railroads and school purposes, up to January 1, 1859.	
The proceeds of the sales of the lands sold up to January 1, 1859, viz, 5,912,664.63 acres, amounted to	\$7, 556, 578 05
The residue of said lands, viz, 4,176,374.04 acres, at 12½ cents per acre, amounted to	522, 046 75
	8, 078, 614 80

CHOCTAW INDIANS.

From which sum the following deductions are to be made :

1st. The cost of the survey and sale of the lands, viz,
10,423,139.69 acres, at 10 cents per acre \$1,042,313 96

2d. Payments and expenditures under the treaty, which
are as follows :

FIFTEENTH ARTICLE.

Salaries of chiefs for twenty years.....	\$12,921 25	
Pay to speaker of three districts for four years	354 66	
Pay of secretary for same period.....	550 00	
Outfit and swords to captains, ninety-nine in number	4,930 56	
Pay to the same, at \$50 per year, for four years	19,604 65	
	<hr/>	38,361 12

SIXTEENTH ARTICLE.

Removal and subsistence, per statement of Second Auditor.....	\$813,927 07	
On same account, per additional statement made in this Office for expenditures from 1838 to date.....	401,556 17	
Amount paid for cattle	14,283 28	
	<hr/>	1,229,766 52

SEVENTEENTH ARTICLE.

Annuity for twenty years	400,000 00
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NINETEENTH ARTICLE.

Fifty cents per acre for reservations relin- quished	\$24,840 00	
Amount to orphan reservations	120,826 76	
	<hr/>	145,666 76

TWENTIETH ARTICLE.

Education of forty youths for twenty years..	\$217,260 73	
Council-house, house for each chief, and church for each district	9,446 75	
Two thousand five hundred dollars annually for the support of three teachers for twenty years	50,000 00	
Three blacksmiths for sixteen years	38,988 86	
Millwright for five years.....	3,050 00	
2,100 blankets	7,496 70	
Rifles, molds, &c., to each emigrating war- rior.....	43,969 31	
1,000 axes, plows, hoes, wheels, and cards...	11,490 20	
400 looms	7,193 53	
One ton iron, and two hundred-weight of steel, annuity to each district for sixteen years	8,051 15	
	<hr/>	396,947 23

TWENTY-FIRST ARTICLE.

Annuity to Wayne warriors.....	1,818 76
3d. Scrip allowed in lieu of reservations, viz: 1,399,920 acres, at \$1.25 per acre.....	1,749,900 00
Payments made to meet the contingent expenses of the commissioners appointed to adjust claims under the 14th article of the Choctaw treaty of 27th September, 1830...	51,320 79
For various expenses growing out of the location and sale of Choctaw reservations, and perfecting titles to the same, including contingent expenses, such as pay of witnesses, interpreters, &c., incurred in executing the act of 3d March, 1837, and subsequent acts relative to adjusting claims under the fourth article of the treaty of 1830	21,408 36

CHOCTAW INDIANS.

For payments made for Choctaw account, being for expenses incurred in locating reservations under the treaty with said tribe of 27th September, 1830.....	\$19,864 00	
Total amount of charges.....	5,097,367 50	\$8,078,614 80
When deducted from the proceeds of the land sold, and the "residue of said lands," at 12½ cents per acre.....		5,097,367 50
Leaves a balance due to Choctaws of.....		2,981,247 30

OFFICE OF INDIAN AFFAIRS, March 22, 1860.

APPENDIX B.

DEPARTMENT OF THE INTERIOR, May 28, 1860.

SIR: I have the honor to acknowledge the receipt of your letter of the 22d instant, asking for a statement of the amounts paid and to be paid to the State of Mississippi, under the compact by which she was to receive 5 per cent. of the net proceeds of the sale of the land within her limits, and to inclose, for your information, a copy of the report of the Commissioner of the General Land-Office, to whom it was referred.

It is proper to add that the apparent discrepancy (as to the amount of net proceeds of lands sold up to January 1, 1859) between the report of the Commissioner and the report submitted by me to Congress on the 8th instant, grows out of the fact that, in the latter, the cost of surveying, &c., was estimated at ten cents per acre, while the Commissioner has deducted merely the actual cost of selling the land. Should the amount due the State of Mississippi be calculated according to the principles adopted in the report of May 8, the account would stand thus:

Gross proceeds of 5,912,664.63 acres.....	\$7,556,568 05
Deduct cost of survey, &c., at ten cents.....	755,656 80
Net proceeds.....	6,800,911 25
Five per cent. on same.....	340,045 56

Very respectfully, your obedient servant,

J. THOMPSON, *Secretary.*

Hon. W. K. SEBASTIAN,
Chairman, &c., United States Senate.

DEPARTMENT OF THE INTERIOR, GENERAL LAND-OFFICE,
May 25, 1860.

SIR: I have the honor to return herewith the letter dated 22d instant, from Hon. W. K. Sebastian, chairman of the Committee on Indian Affairs of the United States Senate, by you referred to this Office on the 24th of the same. In answer thereto, I have to state that from the books of this Office it appears—

1st. That there has been paid to the State of Mississippi, at the rate of 5 per centum on \$7,242,014.29, the net proceeds of the sales, up to the 1st of January, 1859, of 5,912,664.13 acres in the Choctaw cession of 1830, the sum of \$362,100.70. The inquiry in Senator Sebastian's letter is so comprehensive that it may be proper to add—

2d. That there are 282,954.88 acres embraced as *permanent Indian reserves* in said cession, upon which a percentage required by the act of 3d March, 1857, rating the lands at \$1.25 per acre, has been paid to the State, amounting to \$10,610.80.

3d. And likewise upon *Choctaw scrip*, that has been issued, equal to 169,402 acres, valued in like manner, there has been paid \$10,587.62.

The foregoing is not strictly the result of an adjusted account, but is based upon such an investigation as to render it substantially correct.

I am, sir, very respectfully, your obedient servant,

JOSEPH S. WILSON,
Commissioner.

Hon. JACOB THOMPSON,
Secretary of the Interior.

This account stated, was referred by the Senate to its Committee on Indian Affairs, which committee, on the 19th of June, 1860, after a care-

ful review and examination of the whole case, made a labored report to the Senate, from which the committee make the following extracts :

JUNE 19, 1860.—Ordered to be printed.

Mr. SEBASTIAN made the following report :

The Committee on Indian Affairs, having had under consideration the report of the Secretary of the Interior, and the account stated under his direction, showing the amount due the Choctaw tribe of Indians, according to the principles of settlement prescribed by the award of the Senate, made by the resolution of March 9, 1859, report :

That the award in question was made upon the submission contained in the eleventh article of the treaty of 1855, by the twelfth article whereof it is provided that the adjudication and decision of the Senate shall be final.

That in conformity to the terms of the submission, the award of the Senate adjudged and decided that the Choctaws should be allowed the net proceeds of the sales of such of the lands ceded by them to the United States by the treaty of 27th September, 1830, as had been sold up to the 1st day of January, 1859, deducting therefrom the cost of their survey and sale, and all proper expenditures and payments under said treaty, excluding such reservations as had been allowed and secured, and estimating the scrip issued in lieu of reservations at one dollar and twenty-five cents an acre; and also, that for the residue of said ceded lands they should be allowed twelve and a half cents an acre.

The Secretary of the Interior was directed to "cause an account to be stated with the Choctaws, showing what amount is due to them according to the above principles of settlement, and report the same to Congress."

On the 19th of March, 1859, the Secretary of the Interior referred the resolution to the Office of Indian Affairs, and on the 8th of May, 1860, after a thorough and searching investigation of nearly fourteen months, the account, finally stated, was reported to Congress, and on the 10th of May was ordered to be printed by the House of Representatives. In the Senate it was referred to this committee, and is appended to this report.

By the account the balance due the Choctaws is shown to be \$2,981,247.30.

This balance is arrived at by crediting the Choctaws with the proceeds of the sales of their lands up to 1st of January, 1859, \$7,556,568.05, and with 12½ cents an acre for the whole residue of the same, except such portions as were covered by reservations allowed and secured, making \$522,046.75; or, together, \$8,087,614.85; and deducting therefrom—

1st. Ten cents per acre, as the estimated cost of surveying and selling, on all the lands ceded, including all the reservations.

2d. All expenditures and payments under the treaty of 1830, including \$401,556.17, expenses incurred in removing and subsisting the Choctaws, between the years 1838 and 1859, and all the expenses incurred in adjusting claims of the Choctaws, under acts of Congress subsequent to the treaty.

The net proceeds of the ceded lands having been by the Senate awarded to the Choctaws, not as a matter of legal right upon the letter of the treaty of 1830, but under the power given by the submission in the treaty of 1855, not alone to decide whether the Choctaws were entitled to those net proceeds, but also whether they should be allowed them, in fulfillment of the duty created by that treaty, to give the rights and claims of the Choctaw people "a just, fair, and liberal consideration;" because of the impossibility of ascertaining the real amount to which upon a fair settlement the Choctaw Nation and individuals were entitled; but which amount, it was evident, was of startling magnitude; as the only mode by which equal justice could by any possibility be done between them and the United States; and because, under the treaty of 1830, taken in connection with the discussions and propositions that preceded the treaty, their equities to have the net proceeds were very strong indeed; therefore, it seemed to the committee to be an equitable construction of the award and its true intention that the United States should return to the Choctaws only so much as remained in their hands as profits from the lands ceded by the treaty of 1830, after payment of all expenses and disbursements of all kinds; and twelve and a half cents per acre for such lands only as still remain in the possession of the United States unsold.

The committee have therefore thought that there should be charged against the Choctaws, as a further deduction not made by the Secretary of the Interior, the 5 per cent. on the net proceeds of the actual sales of said lands, [\$5,912,664.13,] which the United States have paid to the State of Mississippi, amounting to \$362,100.70.

And also that the phrase "the residue of said lands" in the award [used instead of the words "the lands remaining unsold," in the submission] should not be construed to include such of the lands as have been given the State of Mississippi under the swamp-land act, nor the grants for railroad and school purposes; but that so much as in the account is allowed for such lands, at twelve and a half cents an acre, [or \$236,595.75,] should also be deducted.

These two amounts, deducted from the balance as found by the account, leave the sum of \$2,332,560.85 due and owing to the Choctaws, according to the award of the Senate, by virtue of articles eleven and twelve of the treaty of 1855.

The magnitude of this sum and the misconceptions that prevail in respect to the nature of the debt itself make it proper for the committee to remark that, in order to arrive at the foregoing result, every charge against the Choctaws and every deduction has been made that any equity would warrant; and that certainly no less sum than \$2,332,560.85 would ever be adjudged by a court of justice to be due and owing upon the award of the Senate, upon the most strict rules of construction against the Choctaws; and that the amount *actually* due them for actual loss and damage sustained by the non-performance of the stipulations of the treaty of 1830, if the *actual* value at the time of all the reservations they lost was brought into account, would be found to be much larger than that sum, and probably three or four times as large.—(Senate report of committee, No. 283, first session Thirty-sixth Congress.)

The account, as stated by the Secretary of the Interior, was thus approved as correct, but submitted it as their opinion that the Choctaws ought to be charged further with the five per centum on the net proceeds of sales of their lands, which the United States had seen fit to give to the State of Mississippi, amounting to the sum of \$362,100.70; and that the words, "the residue of said lands," in the award, ought not to be construed to include such of them as had been given to the State of Mississippi, under the swamp-land act and for railroad and school purposes.

In the light of the treaty of 1855, interpreted according to the well-known rules of construing such instruments, independent of its plain provisions, as well as the *adjudication, decision, and award* of the Senate of March 9, 1859. See *Senate Journal, second session Thirty-fifth Congress, p. 493*, wherein it is recited in the first resolution as follows:

Resolved, That the Choctaws be allowed the proceeds of the sale of such lands as have been sold by the United States on the 1st day of January last, deducting therefrom the costs of their survey and sale, and all proper expenditures and payments under said treaty, excluding the reservations allowed and secured, and estimating the scrip issued in lieu of reservations at the rate of \$1.25 per acre; and, further, that they be also allowed twelve and a half cents per acre for the residue of said lands.

It seems difficult to see upon what principle of justice, equity, and fair dealing the Choctaws should be charged with the five per centum, paid by the United States to the State of Mississippi, on the net proceeds of said lands, and the lands granted to that State by the United States as swamp and overflowed lands, and lands granted to aid in the construction of railroads or for school purposes.

It does not seem to the committee that the stipulations of the treaty of 1855, or the award of the Senate made in pursuance thereof, will bear such a construction.

That treaty nowhere stipulates that such deductions should or might, at the pleasure of the United States, be made. Every principle of reasoning is against it. Because, 1st. It was the State of Mississippi and not the Choctaws that received the benefits derived from the swamp-land grant. 2d. That State and the country generally received the benefits resulting from grants to railroads and for school purposes, and not the Choctaws specially. 3d. The Choctaws have maintained their own schools out of their own funds, and should not be required to contribute from funds due them from the United States to support public schools in Mississippi.

The award of the Senate, made pursuant to the treaty of 1855, specifies particularly what deductions may be made; this would ordinarily preclude the right to make any other deductions than those specified in the award; this rule certainly obtained in this case, because not only by the stipulations of the treaty was this adjudication and decision final, but by the established and well-recognized principles of the law

of the land it could not be reviewed, impeached, or questioned elsewhere, and, upon the close of that session of Congress, it became *res adjudicata*, entirely beyond the reach of reconsideration, review, or alteration, by the Senate itself.

By the stipulations of the treaty under which that adjudication was made, the Choctaw Nation was bound to accept the award made by the Senate, in full satisfaction and discharge of all claims against the United States, national and individual, even though an insignificant sum in gross had been so awarded them.

Here it may not be amiss to observe that prior to the treaty of 1855, whatever was due to the Choctaws from the United States under former treaties was largely due to the members of that tribe of Indians individually; but the treaty of 1855 changed that character to a liability of the United States to the Choctaw Nation; that nation assuming to adjust and settle, upon the basis of whatever award might be made by the Senate, the claims of its individual members, and in pursuance thereof in October, 1859, the general council of the Choctaw Nation created a court of claims, or board of commissioners, to ascertain and adjust the claims of its individual members. The following is a copy of the act of the council for that purpose:

AN ACT defining the duties and powers of the commissioners, the jurisdiction of the court of claims, fixing their pay, and for other purposes.

SECTION 1. *Be it enacted by the general council of the Choctaw Nation*, That whereas the Senate of the United States has awarded to the Choctaws the net proceeds of the land ceded by them to the United States by the treaty of Dancing Rabbit Creek, September, A. D. 1830, deducting therefrom the proper expenditures for surveying, selling, &c.;

SEC. 2. *Be it further enacted*, That whereas the Choctaws, by the twelfth article of the treaty of June 22, 1855, accepted the same in full satisfaction of national and individual claims, thereby becoming liable, and assuming the payment of individual claimants:

SEC. 3. *Be it further enacted*, That the three commissioners now appointed under sixth section of the constitution, and two others to be appointed by the governor, who, after being commissioned and qualified according to law, shall be, and the same are hereby, constituted a court of claims, who, before entering upon the duties of their office, shall take the oath of office prescribed in the constitution, which oath may be administered by the governor or judge of any court of record.

SEC. 4. *Be it further enacted*, That the court of claims shall have jurisdiction over all claims for self-emigration, all claims under the 14th and 19th articles of the treaty of September, 1830, and also claimants under the supplement, claims for lost property in emigrating to this nation during the years 1831, 1832, 1833, and for property scheduled to the General Government agents.

SEC. 5. *Be it further enacted*, That all claims against the nation shall be brought within eighteen months from and after the passage of this act, and not thereafter. Claimants shall have the right to appear before said court of claims in proper person or by attorney: *Provided*, That none shall be attorneys except those legally qualified to practice before the courts of this nation, being citizens thereof.

SEC. 6. *Be it further enacted*, That said court of claims shall, as well as claimants, have the power to summon any person or persons as witnesses on the part of the nation, and in case the personal attendance of the summoned cannot be had, depositions may be taken by either party before any judge or other officer legally qualified to administer an oath, sufficient notice being given to the adverse party of the time and place of taking the same.

SEC. 7. *Be it further enacted*, That the court of claims shall choose from among themselves the presiding commissioner, who shall be styled the chief commissioner, and enter the same on the minutes of the court, and said chief commissioner shall have power to sign the minutes and certify any matter of fact of record in said court.

SEC. 8. *Be it further enacted*, That the court of claims shall have power to appoint a clerk, by and with the advice of the governor, to hold his office as long as business may require, but may be removed, for any good and sufficient cause, from office. Said clerk shall take the oath of office prescribed in the constitution before any judge of a court of record, and shall be allowed for his services three dollars per day, payable quarterly out of the national treasury, by certified certificate from under the hand and seal of the chief commissioner of the court.

SEC. 9. *Be it further enacted*, That for preventing errors in entering upon the judg-

ment or orders of said court. the minutes of the proceedings of every day shall be drawn up by the clerk before the next day's sitting of the court, when the same shall be read in open court, and such corrections as may be necessary made, and then signed by the chief commissioner of the court and carefully preserved in a well-bound book, to be kept for the purpose, if necessary, of making *pro-rata* payment on adjudicated claims of judgment rendered; and the last day of each sitting of said court the proceedings of that day shall be drawn up, read, corrected, and signed on the same day as aforesaid.

Sec. 10. *Be it further enacted*, That the commissioners shall for their services receive three dollars for every day they shall be actually engaged in the discharge of their duties as commissioners, payable quarterly out of any funds in the national treasury not otherwise appropriated. A certificate under the hand and seal of the chief commissioner of the number of days, and the amount, shall be presented to the auditor, who shall issue his warrant on the national treasurer for the same.

And be it further enacted, That the witness or witnesses appearing in behalf of the nation in the court of claims will be allowed two cents per mile and fifty cents per day in attending the above said court, out of any money in the treasury not otherwise appropriated, on the order or certificate of the chief commissioner to the national auditor for the same.

Sec. 11. *Be it further enacted*, That in case any vacancy shall occur in the court of claims, either by death, resignation, or removal from office, the governor shall have power to fill such vacancy by appointment.

Sec. 12. *Be it further enacted*, That, in case of necessity, the court shall have power to appoint a bailiff, who shall execute all orders of said court, and for his services shall receive the same as that of constable for like services.

Sec. 13. *Be it further enacted*, That the said court shall hold its sessions at the following places, to wit: Skullyville, one month, commencing first Monday in January, 1860; John Riddle's, two weeks, commencing first Monday in February, 1860; Boggy Depot, commencing third Monday in February, to hold two weeks; Mayhew, three weeks, commencing first Monday in March, 1860; John Caffrey's, three weeks, commencing fourth Monday in March, 1860; Doaksville, one month, commencing third Monday in April, 1860; Lukfatah, one month, commencing third Monday in May, 1860; Jesse McKinney's, two weeks, commencing third Monday in June, 1860.

Be it further enacted, That in case the said court of claims shall not complete the adjudication of claims enrolled within specified times, then additional terms shall be held by said court; times and places to be fixed by said court for final and entire adjudication.

Approved October 21, 1859.

Ever since that time the Choctaw people have vainly entreated Congress to give the money thus solemnly promised by the treaty of 1855, and shown to be due them by the stated account of the Secretary of the Interior, made pursuant to the award of the Senate, with interest thereon from the date of the ascertainment of the amount due them, that they might therewith discharge the debts of their nation to its individual members, which the United States, by the treaty of 1855, induced the Choctaw Nation to assume.

There seems to be no valid reason why the adjudication and award made by the Senate, under the power conferred on that body by the treaty of 1855, should not be held as final, binding, and conclusive upon the United States, and of as much dignity, sanctity, and force as the award in favor of the United States against Great Britain made at Geneva. Indeed, it would seem that this award should be more sacredly observed and carried out, because it was not made by a mixed or foreign tribunal, nor by one in which the Choctaw Nation was represented, nor against the judgment and opinion of the representatives of the United States therein, but by the Senate, which body had ratified and confirmed the treaty of 1855, under which the award was made.

Under that treaty the Senate had the expressly conferred power to *adjudicate* whether the Choctaws were or were not entitled to those net proceeds, and to award according to that adjudication. The treaty of 1855 did not, in making that adjudication, confine the Senate to that question alone, but empowered that body to *decide* whether the Choctaws were entitled to the net proceeds of their lands ceded, or whether they should be *allowed* them, under the treaty.

The Senate, then, was the umpire, and, in the language of the treaty, its adjudication and decision in the premises was final, and the Choctaw Nation was bound to accept its award in full satisfaction of all their claim against the United States, whatever that award might be. The following article of that treaty so expressly declares :

ARTICLE XII. In case the Senate shall award to the Choctaws the net proceeds of the lands ceded as aforesaid, the same shall be received by them in full satisfaction of all their claims against the United States, whether national or individual, arising under any former treaty; and the Choctaws shall thereupon become liable and bound to pay all such individual claims as may be adjudged by the proper authorities of the tribe to be equitable and just, the settlement and payment to be made with the advice and under the direction of the United States agent for the tribe; and so much of the fund awarded by the Senate to the Choctaws as the proper authorities thereof shall ascertain and determine to be necessary for the payment of the just liabilities of the tribe shall, on their requisition, be paid over to them by the United States; but should the Senate allow a gross sum in further and full satisfaction of all their claims, whether national or individual, against the United States, the same shall be accepted by the Choctaws, and they shall thereupon become liable for and bound to pay all the individual claims as aforesaid, it being expressly understood that the adjudication and decision of the Senate shall be final.

This express stipulation was insisted upon by the United States in the negotiations of that treaty, as is shown by one of the concluding correspondences of the Commissioner of Indian Affairs with the Choctaw delegates. In the letter of the Commissioner of Indian Affairs, Hon. George W. Manypenny, to those delegates, dated June 18, 1855, the following language appears :

In relation to the restrictions you desire to impose in the article leasing a portion of your country, I have frankly, and from the very first time that the articles of convention—drawn up, at your instance, by Agent Cooper—were submitted to me, objected to that clause, and inserted an amendment in pencil, which is still remaining therein.

I also objected, at once, to the language used in submitting certain questions to the Senate, seeing no propriety whatever in the qualified submission proposed by the article.

On both these points I have had several free conversations with the Choctaw delegates, and have expressed my opinion very fully and freely, especially as to the absolute necessity of making the award of the Senate for the claims of Choctaws, whether national or individual, *final and conclusive*.

So it will be seen that the stipulation contained in the twelfth article of the treaty of 1855 was objected to by the Choctaws, and insisted upon by the United States as a *sine qua non* to the conclusion of any treaty negotiations.

This conclusion is made irresistible from the following closing paragraphs of the same letter of the Commissioner :

I shall regret if your persistence in the positions you have assumed on the points of difference shall defeat the negotiations, but shall, at the same time, feel assured in my own mind that I have asked nothing but what justice and good faith require.

I am fully sensible of the importance of the harmonious adjustment of the questions of irritation that exist between you and the Chickasaw people, and am desirous to see all causes of difference removed, and am sincerely anxious that your business matters with the Government may be satisfactorily disposed of, to the end that our relations with the Choctaws shall be adjusted and *finally* settled; and shall extremely regret if, by your persistence, that which is so desirable, and seemed so likely at one time to be accomplished, shall fail.

Notwithstanding, the Choctaws, pending the negotiations of the treaty of 1855, seriously objected to that stipulation, making the award of the Senate final, and binding upon them to accept whatever award might be made, in full satisfaction of their claims. Still they finally agreed to that stipulation by entering into the treaty, and, having done so, acting in good faith, they have at all times signified their willingness to accept the amount found due them by the Secretary of the Interior, under the award of the Senate, with interest thereon, from the time such amount was ascertained in full satisfaction of their claims;

indeed they have not only manifested that willingness, but ever since the amount found due them was ascertained, they have been imploring the Government to act in the same good faith and comply with the obligations resting upon it, imposed by itself by the treaty, the award of its Senate, and its accounting-officer.

The claims of the Choctaws, under the treaties with them, have never been denied by any of the departments of the Government; but on all occasions have they been recognized to some extent.

By article 10 of the treaty of 1866, with them and the Chickasaws, the United States re-affirmed *all obligations* arising out of treaty stipulations, or acts of legislation, with regard to the Choctaw Nation, entered into prior to the late rebellion, and in force at that time not inconsistent with the treaty of 1866.

By this latter treaty the Government agreed to renew the payments of all annuities and other moneys accruing under such former treaty stipulations and acts of Congress. Besides, every committee of both branches of Congress, to whom this claim of the Choctaws has heretofore been referred, either before or since the treaty of 1866, have recognized the validity of the same, and the duty of the United States to discharge the obligation the Government assumed by the treaty of 1855. The reports of committees referred to are as follows, and fully sustain the above position :

- 1st. Senate Committee on Indian Affairs, February 15, 1859.
- 2d. Senate Committee on Indian Affairs, June 19, 1860.
- 3d. Appropriations Committee of House of Representatives in bill No. 1227, reported by Hon. Thaddeus Stevens, February 27, 1867.
- 4th. The same committee, by Hon. B. F. Butler, May 30, 1863.
- 5th. House Committee on Indian Affairs, by the Hon. William Windom, July 6, 1868.
- 6th. Senate Committee on the Judiciary, by the Hon. B. F. Rice, June 22, 1870.
- 7th. Senate Committee on Indian Affairs, by the Hon. Garret Davis, January 5, 1871.
- 8th. House Committee on the Judiciary, by the Hon. M. C. Kerr, February 27, 1871.
- 9th. Report of Hon. James Harlan from Senate Committee on Indian Affairs, January 22, 1873.
- 10th. Report of Hon. J. P. C. Shanks from House Committee on Indian Affairs, February 22, 1873.
- 11th. Report of Hon. I. C. Parker from House Committee on Appropriations, April 9, 1874.
- 12th. Report of Hon. A. Comingo from House Committee on Indian Affairs, May 20, 1874.

In the report of the Senate Committee on Indian Affairs No. 283, made June 19, 1860, it is assumed independent of the stipulations of the treaty of 1855—

There should be charged against the Choctaws, as a further deduction not made by the Secretary of the Interior, the five per cent. on the net proceeds of the actual sales of said lands, (5,912,664.13,) which the United States have paid to the State of Mississippi, amounting to \$362,100.70.

And also that the phrase, "*the residue of said lands,*" in the award (used instead of the words, "*the lands remaining unsold*" in the submission,) should not be construed to include such of the lands as have been given to the State of Mississippi under the swamp-land act, nor grants to railroads and for school purposes, but so much as in the account is allowed for such lands at twelve and a half cents an acre (or \$286,595.75,) should be deducted.

Thus deducting on those accounts the aggregate sum of \$648,696.48 from the amount shown by the statement of the account made by the Secretary of the Interior. To these deductions the Choctaws object, insisting that they are not warranted by the stipulations of the treaty of 1855, which they claim only authorizes the deductions specifically mentioned in that treaty.

There never has been an adverse report on the claim of the Choctaws by either house of Congress, though often examined by the committees of each.

THE OBLIGATION OF THE GOVERNMENT TO PAY INTEREST.

On this subject the committee feel constrained to say that the United States, with a great and powerful government, cannot, in equity and justice, nor without national dishonor, refuse to pay interest upon whatever amount there may be found to be due the Choctaw Nation on this account, so long withheld from the Choctaw people without any fault or neglect on their part, or on the part of their national authorities.

The following are some of the reasons why the committee are of opinion that interest should be paid on the amount that may be ascertained to be due them, under the 11th and 12th articles of the treaty of 1855.

These reasons were assigned by the Committee on Appropriations of this House, in the first session of the Forty-third Congress, in the report made by the Hon. I. C. Parker; and after a careful comparison with the authorities and acts of Congress, referred to in these reasons, the committee, with approbation, adopt and insert them in this report:

1. The United States acquired the lands of the Choctaw Nation, on account of which the said award was made, on the 27th day of September, 1830, and it has held them for the benefit of its citizens ever since.

2. The United States had in its Treasury, many years prior to the 1st day of January, 1859, the proceeds resulting from the sale of the said lands, and have enjoyed the use of such moneys from that time until now.

3. The award in favor of the Choctaw Nation was an award under a treaty, and made by a tribunal whose adjudication was final and conclusive. (*Comegys vs. Vasse*, 1 Peters, 193.)

4. The obligations of the United States, under its treaties with Indian nations, have been declared to be equally sacred with those made by treaties with foreign nations. (*Worcester vs. The State of Georgia*, 6 Peters, 582.) And such treaties, Mr. Justice Miller declares, are to be construed liberally. (*The Kansas Indians*, 5 Wall., 737-760.)

5. The engagements and obligations of a treaty are to be interpreted in accordance with the principles of the public law, and not in accordance with any municipal code or executive regulation. No statement of this proposition can equal the clearness or force with which Mr. Webster declares it in his opinion on the Florida claims, attached to the report in the case of *Letitia Humphreys*, (Senate report No. 93, first session Thirty-sixth Congress, page 16.) Speaking of the obligation of a treaty, he said:

A treaty is the supreme law of the land. It can neither be limited, nor restrained, nor modified, nor altered. *It stands on the ground of national contract, and is declared by the Constitution to be the supreme law of the land*, and this gives it a character higher than any act of ordinary legislation. It enjoys an immunity from the operation and effect of all such legislation.

A second general proposition, equally certain and well established, is that the terms and the language used in a treaty are *always* to be interpreted according to the law of nations, and not according to any municipal code. This rule is of universal application. When two nations speak to each other, they use the language of nations. Their intercourse is regulated, *and their mutual agreements and obligations* are to be interpreted, by that code only which we usually denominate the public law of the world. This public law is not one thing at Rome, another at London, and a third at Washington. It is the same in all civilized states; everywhere speaking with the same voice and the same authority.

Again, in the same opinion, Mr. Webster used the following language:

We are construing a treaty, a solemn compact between nations. This compact between nations, this treaty, is to be construed and interpreted throughout its whole length and breadth—in its general provisions, and in all its details; in every phrase, sentence, word, and syllable in it—by the settled rules of the law of nations. No mu-

nicipal code can touch it, no local municipal law affect it, no practice of an administrative department come near it. Over all its terms, over all its doubts, over all its ambiguities, if it have any, the law of nations "sits arbitress."

6. By the principles of the public law, interest is always allowed as indemnity for the delay of payment of an ascertained and fixed demand. There is no conflict of authority upon this question among the writers on public law.

This rule is laid down by Rutherford in these terms:

In estimating the damages which any one has sustained, when such things as he has a perfect right to are unjustly taken from him, or WITHHOLDEN, or intercepted, we are to consider not only the value of the thing itself, but the value likewise of the fruits or profits that might have arisen from it. He who is the owner of the thing is likewise the owner of the fruits or profits. So that it is as properly a damage to be deprived of them as it is to be deprived of the thing itself. (Rutherford's Institutes, Book I, chap. 17, sec. 5.)

In laying down the rule for the satisfaction of injuries in the case of reprisals, in making which the strictest caution is enjoined not to transcend the clearest rules of justice, Mr. Wheaton, in his work on the law of nations, says:

If a nation has taken possession of that which belongs to another, IF IT REFUSES TO PAY A DEBT, to repair an injury, or to give adequate satisfaction for it, the latter may seize something of the former and apply it to [his] its advantage, till it obtains payment of what is due, together with INTEREST and damages. (Wheaton on International Law, p. 341.)

A great writer, Domat, thus states the law of reason and justice on this point:

It is a natural consequence of the general engagement to do wrong to no one, that they who cause any damages, by failing in the performance of that engagement, are obliged to repair the damage which they have done. Of what nature soever the damage may be, and from what cause soever it may proceed, he who is answerable for it ought to repair it by an *amende* proportionable either to his fault or to his offense, or other cause on his part, and to the loss which has happened thereby. (Domat, Part I, Book III, Tit. V, 1900, 1903.)

"Interest" is, in reality, in justice, in reason, and in law, too, a part of the debt due. It includes, in Pothier's words, the loss which one has suffered, and the gain which he has failed to make. The Roman law defines it as "quantum mea interfruit; id est, quantum mihi abest, quantumque lucraci potui." The two elements of it were termed "lucum cessans et damnum emergens." The payment of both is necessary to a complete indemnity.

Interest, Domat says, is the reparation or satisfaction which he who owes a sum of money is bound to make to his creditor for the damage which he does him by not paying him the money he owes him.

It is because of the universal recognition of the justice of paying, for the retention of moneys indisputably due and payable immediately, a rate of interest considered to be a fair equivalent for the loss of its use, that judgments for money everywhere bear interest. The creditor is deprived of this profit, and the debtor has it. What greater wrong could the law permit than that the debtor should be at liberty indefinitely to delay payment, and, during the delay, have the use of the creditor's moneys for nothing? They are none the less the creditor's moneys because the debtor wrongfully withholds them. *He holds them, in reality and essentially, in trust; and a trustee is always bound to pay interest upon moneys so held.*

In closing these citations from the public law, the language of Chancellor Kent seems eminently appropriate. He says: "In cases where the principal jurists agree, the presumption will be very great in favor of the solidity of their maxims, and no civilized nation that does not arrogantly set all ordinary law and justice at defiance will venture to disregard the uniform sense of established writers on international law."

7. The *practice* of the United States in discharging obligations resulting from treaty-stipulations has always been in accord with these well-established principles. It has exacted the payment of *interest* from other nations in all cases where the obligation to make payment resulted from treaty-stipulations, and it has acknowledged that obligation in all cases where a like liability was imposed upon it.

The most important and leading cases which have occurred are those which arose between this country and Great Britain; the first under the treaty of 1794, and the other under the first article of the treaty of Ghent. In the latter case the United States, under the first article of the treaty, claimed compensation for slaves and other property taken away from the country by the British forces at the close of the war in 1815. A difference arose between the two governments, which was submitted to the arbitrament of the Emperor of Russia, who decided that "the United States of America are entitled to a just indemnification from Great Britain for all private property carried away by the British forces." A joint commission was appointed for the purpose of hearing the claims of individuals under this decision. At an early stage of the proceedings, the question arose as to whether *interest* was a part of that "*just indemnification*" which the decision of the Emperor of Russia contemplated. The British commissioner denied the obligation to pay interest. The American commissioner, Langdon Cheves, insisted upon its allowance, and, in the course of his argument upon this question, said:

Indemnification means a re-imbusement of a loss sustained. If the property taken away on the 17th of February, 1815, were returned now uninjured, it would not reimburse the loss sustained by the taking away and consequent detention; it would not be an indemnification. The claimant would still be unindemnified for the loss of the use of his property for ten years, which, considered as money, is nearly equivalent to the original value of the principal thing.

Again he says:

If interest be an incident usually attendant on the delay of payment of debts, damages are equally an incident attendant on the withholding an article of property.

In consequence of this disagreement, the commission was broken up, but the claims were subsequently compromised by the payment of \$1,204,960, instead of \$1,250,000, as claimed by Mr. Cheves; and of the sum paid by Great Britain, \$418,000 was expressly for interest.

An earlier case, in which this principle of interest was involved, arose under the treaty of 1794 between the United States and Great Britain, in which there was a stipulation on the part of the British government in relation to certain losses and damages sustained by American merchants and other citizens, by reason of the illegal or irregular capture of their vessels, or other property, by British cruisers; and the seventh article provided in substance that "full and complete compensation for the same will be made by the British government to the said claimants."

A joint commission was instituted under this treaty, which sat in London, and by which these claims were adjudicated. Mr. Pinckney and Mr. Gore were commissioners on the part of the United States, and Dr. Nicholl and Dr. Swabey on the part of Great Britain; and it is believed that in all instances this commission allowed interest as a part of the damage. In the case of "The Betsey," one of the cases which came before the board, Dr. Nicholl stated the rule of compensation as follows:

To re-imburse the claimants the original cost of their property, and all the expenses they have actually incurred, together with interest on the whole amount, would, I think, be a just and adequate compensation. This, I believe, is the measure of com-

pensation usually made by all belligerent nations, and accepted by all neutral nations, for losses, costs, and damages occasioned by illegal captures. (*Vide* Wheaton's *Life of Pinckney*, p. 198; also p. 265, note; and p. 371.)

By a reference to the American State Papers, Foreign Relations, vol. 2, pages 119, 120, it will be seen by a report of the Secretary of State of the 16th February, 1798, laid before the House of Representatives, that interest was awarded and paid on such of these claims as had been submitted to the award of Sir William Scott and Sir John Nicholl, as it was in all cases by the board of commissioners. In consequence of some difference of opinion between the members of this commission, their proceedings were suspended until 1802, when a convention was concluded between the two governments, and the commission re-assembled, and then a question arose as to the allowance of interest on the claims during the suspension. This the American commissioner claimed, and though it was at first resisted by the British commissioners, yet it was finally yielded, and interest was allowed and paid. (See Mr. King's three letters to the Secretary of State, of 25th March, 1803, 23d April, 1803, and 30th April, 1803, American State Papers, Foreign Relations, vol. 2, pp. 387, 388.)

Another case in which this principle was involved arose under the treaty of the 27th October, 1795, with Spain; by the twenty-first article of which, "in order to terminate all differences on account of the losses sustained by citizens of the United States in consequence of their vessels and cargoes having been taken by the subjects of His Catholic Majesty during the late war between Spain and France, it is agreed that all such cases shall be referred to the final decision of commissioners, to be appointed in the following manner," &c.; the commissioners were to be chosen, one by the United States, one by Spain, and the two were to choose a third, and the award of the commissioners, or any two of them, was to be final, and the Spanish government to pay the amount in specie. This commission awarded interest as part of the damages. (See American State Papers, vol. 2, Foreign Relations, p. 283.) So in the case of claims of American citizens against Brazil, settled by Mr. Tudor, United States minister, interest was claimed and allowed. (See Ex. Doc. No. 32, first session Twenty-fifth Congress, House of Representatives, p. 249.)

Again, in the convention with Mexico of the 11th April, 1839, by which provision was made by Mexico for the payment of claims of American citizens for injuries to persons and property by the Mexican authorities, a mixed commission was provided for, and this commission allowed interest in all cases. (House Ex. Doc. No. 291, Twenty-seventh Congress, second session.)

So also under the treaty with Mexico of February 2, 1848, the board of commissioners for the adjustment of claims under that treaty allowed interest in all cases from the origin of the claim until the day when the commission expired.

So also under the convention with Colombia, concluded February 10, 1864, the commission for the adjudication of claims under that treaty allowed interest in all cases as a part of the indemnity.

So under the recent convention with Venezuela, the United States exacted interest upon the awards of the commission, from the date of the adjournment of the commission until the payment of the awards.

The Mixed American and Mexican Commission, now in session here, allows interest in all cases from the origin of the claim, and the awards are payable with interest.

Other cases might be shown in which the United States, or their au-

thorized diplomatic agents, have claimed interest in such cases, or where it has been paid in whole or in part. (See Mr. Russell's letters to the Count de Engstein of October 5, 1818, American State Papers, vol. 4, p. 639, and proceedings under the convention with the Two Sicilies of October 1832, Elliot's Diplomatic Code, p. 625.)

It can hardly be necessary to pursue these precedents further. They sufficiently and clearly show the practice of this Government with foreign nations, or with claimant under treaties.

8. The practice of the United States in its dealings with the various Indian tribes or nations has been in harmony with these principles.

In all cases where money belonging to Indian nations has been retained by the United States, it has been so invested as to produce *interest* for the benefit of the nation to which it belongs; and such interest is *annually* paid to the nation who may be entitled to receive it.

9. The United States, in adjusting the claim of the Cherokee Nation for a balance due as purchase-money upon lands ceded by that nation to the United States, in 1835, allowed interest upon the balance due them, being \$189,422.76, until the same was paid.

The question was submitted to the Senate of the United States as to whether interest should be allowed them. The Senate Committee on Indian Affairs, in their report upon this subject, used the following language :

By the treaty of August, 1846, it was referred to the Senate to decide, and that decision to be final, whether the Cherokees shall receive interest on the sums found due them from a misapplication of their funds to purposes with which they were not chargeable, and on account of which improper charges the money had been withheld from them. It has been the uniform practice of this Government to pay and demand interest in all transactions with foreign governments, which the Indian tribes have always been said to be both by the Supreme Court and all other branches of our Government, in all manners of treaty or contract. The Indians, relying upon the prompt payment of their dues, have in many cases contracted debts upon the faith of it, upon which they have paid, or are liable to pay, interest. If, therefore, they do not now receive interest on their money so long withheld from them, they will, in effect, have received nothing. (Senate Report No. 176, first session Thirty-first Congress, p. 78.)

10. That upon an examination of the precedents where Congress has passed acts for the relief of private citizens, it will be found that, in almost every case, Congress has directed the payment of interest, where the United States had withheld a sum of money which had been decided by competent authority to be due, or where the amount due was ascertained, fixed, and certain.

The following precedents illustrate and enforce the correctness of this assertion, and sustain this proposition :

1. An act approved January 14, 1793, provided that lawful interest from the 16th of May, 1776, shall be allowed on the sum of \$200 ordered to be paid to Return J. Meigs, and the legal representatives of Christopher Greene, deceased, by a resolve of the United States in Congress assembled, on the 28th of September, 1785. (6 Stat. at L., p. 11.)

2. An act approved May 31, 1794, provided for a settlement with Authur St. Clair, for expenses while going from New York to Fort Pitt and till his return, and for services in the business of Indian treaties, and "allowed interest on the balance found to be due him." (6 Stat. at L., p. 16.)

3. An act approved February 27, 1795, authorized the officers of the Treasury to issue and deliver to Angus McLean, or his duly-authorized attorney, certificates for the amount of \$254.43, bearing interest at six per cent. from the 1st of July, 1783, being for his services in the Corps of Sappers and Miners during the late war. (6 Stat. at L., p. 20.)

4. An act approved January 23, 1798, directed the Secretary of the

Treasury to pay to General Kosciusko an interest at the rate of 6 per cent. per annum on the sum of \$11,289.54, the amount of a certificate due to him from the United States from the 1st of January, 1793, to the 31st of December, 1797. (6 Stat. at L., p. 32.)

5. An act approved May 3, 1802, provided that there be paid Fulwar Skipton with the sum of \$4,550, advanced by him for the use of the United States, with interest at the rate of 6 per cent. per annum from the 1st of November, 1795, at which time the advance was made. (6 Stat. at L., p. 48.)

6. An act for the relief of John Coles, approved January 14, 1804, authorized the proper accounting-officers of the Treasury to liquidate the claim of John Coles, owner of the ship Grand Turk, heretofore employed in the service of the United States, for the detention of said ship at Gibraltar from the 10th of May to the 4th of July, 1801, inclusive, and that he be allowed demurrage at the rate stipulated in the charter-party, together with the interest thereon. (6 Stat. at L., p. 50.)

7. An act approved March 3, 1807, provided for a settlement of the accounts of Oliver Pollock, formerly commercial agent for the United States at New Orleans, allowing him certain sums and commissions, with interest until paid. (6 Stat. at L., p. 65.)

8. An act for the relief of Stephen Sayre, approved March 3, 1807, provided that the accounting-officers of the Treasury be authorized to settle the account of Stephen Sayre, as secretary of legation at the court of Berlin, in the year 1777, with interest on the whole sum until paid. (6 Stat. at L., p. 65.)

9. An act approved April 25, 1810, directed the accounting-officers of the Treasury to settle the account of Moses Young, as secretary of legation to Holland in 1780, and providing that after the deduction of certain moneys paid him, the balance, with interest thereon, should be paid. (6 Stat. at L., p. 89.)

10. An act approved May 1, 1810, for the relief of P. C. L'Enfant, directed the Secretary of the Treasury to pay to him the sum of \$666 with legal interest thereon from March 1, 1792, as a compensation for his services in laying out the plan of the city of Washington. (6 Stat. at L., p. 92.)

11. An act approved January 10, 1812, provided that there be paid to John Burnham the sum of \$126.72, and the interest on the same since the 30th of May, 1796, which, in addition to the sum allowed him by the act of that date, is to be considered a re-imbusement of the money advanced by him for his ransom from captivity in Algiers. (6 Stat. at L., p. 101.)

12. An act approved July 1, 1812, for the relief of Anna Young, required the War Department to settle the account of Col. John Durkee, deceased, and to allow said Anna Young, his sole heiress and representative, said seven years' half-pay, and interest thereon. (6 Stat. at L., p. 110.)

13. An act approved February 24, 1813, provided that there be paid to John Dixon the sum of \$329.84, with six per cent. per annum interest thereon from the 1st of January, 1785, "being the amount of a final-settlement certificate No. 596, issued by Andrew Dunscombe, late commissioner of accounts for the State of Virginia, on the 23d of December, 1786, to Lucy Dixon, who transferred the same to John Dixon." (6 Stat. at L., p. 117.)

14. An act approved February 25, 1813, required the accounting-officers of the Treasury to settle the account of John Murray, representative of Dr. Henry Murray, and that he be allowed the amount of three

loan-certificates for \$1,000, with interest from the 29th of March, 1782, issued in the name of said Murray, signed Francis Hopkinson, treasurer of loans. (6 Stat. at L., p. 117.)

15. An act approved March 3, 1813, directed the accounting-officers of the Treasury to settle the accounts of Samuel Lapsley, deceased, and that they be allowed the amount of two final-settlement certificates, No. 78446, for \$1,000, and No. 78447, for \$1,300, and interest from the 23d day of March, 1783, issued in the name of Samuel Lapsley, by the commissioner of Army accounts for the United States on the 1st day of July, 1784. (6 Stat. at L., p. 119.)

16. An act approved April 13, 1814, directed the officers of the Treasury to settle the account of Joseph Brevard, and that he be allowed the amount of a final-settlement certificate for \$183.23, dated February 1, 1785, and bearing interest from the 1st of January, 1783, issued to said Brevard by John Pierce, commissioner for settling Army accounts. (6 Stat. at L., p. 134.)

17. An act approved April 18, 1814, directed the receiver of public moneys at Cincinnati to pay the full amount of moneys, with interest, paid by Dennis Clark, in discharge of the purchase-money for a certain fractional section of land purchased by said Clark. (6 Stat. at L., p. 141.)

18. An act for the relief of William Arnold, approved February 2, 1815, allowed interest on the sum of \$600 due him from January 1, 1813. (6 Stat. at L., p. 146.)

19. An act approved April 26, 1816, directed the accounting-officers of the Treasury to pay to Joseph Wheaton the sum of \$836.42, on account of interest due him from the United States upon \$1,600.84, from April 1, 1807, to December 21, 1815, pursuant to the award of George Youngs and Elias B. Caldwell, in a controversy between the United States and said Joseph Wheaton. (6 Stat. at L., p. 166.)

20. An act approved April 26, 1816, authorized the liquidation and settlement of the claim of the heirs of Alexander Roxburgh, arising on a final-settlement certificate issued on the 18th of August, 1784, for \$480.87, by John Pierce, commissioner for settling Army accounts, bearing interest from the 1st of January, 1782. (6 Stat. L., p. 167.)

21. An act approved April 14, 1818, authorized the accounting-officers of the Treasury Department "to review the settlement of the account of John Thompson," made under the authority of an act approved the 11th of May, 1812, and "to allow the said John Thompson interest at 6 per cent. per annum from the 4th of March, 1787, to the 20th of May, 1812, on the sum which was found due to him, and paid under the act aforesaid." (6 Stat. at L., p. 208.)

22. An act approved May 11, 1820, directed the proper officers of the Treasury to pay to Samuel B. Beall the amount of two final-settlement certificates issued to him on the 1st of February, 1785, for his services as a lieutenant in the Army of the United States during the revolutionary war, together with interest on the said certificates, at the rate of 6 per cent. per annum, from the time they bore interest, respectively, which said certificates were lost by the said Beall, and remain yet outstanding and unpaid. (6 Laws of U. S., 510; 6 Stat. at L., p. 249.)

23. An act approved May 15, 1820, required that there be paid to Thomas Leiper the specie-value of four loan-office certificates, issued to him by the commissioner of loans for the State of Pennsylvania, on the 27th of February, 1779, for \$1,000 each; and also the specie-value of two loan-certificates, issued to him by the said commissioner on the 2d

day of March, 1779, for \$1,000 each, with interest at 6 per cent. annually. (6 Stat. at L., p. 252.)

24. An act approved May 7, 1822, provided that there be paid to the legal representatives of John Guthry, deceased, the sum of \$123.30, being the amount of a final-settlement certificate, with interest at the rate of 6 per cent. per annum, from the first day of January, 1788. (6 Stat. at L., p. 269.)

25. An act for the relief of the legal representatives of James McClung, approved March 3, 1823, allowed interest on the amount due at the rate of 6 per cent. per annum, from January 1, 1788. (6 Stat. at L., p. 284.)

26. An act approved March 3, 1823, for the relief of Daniel Seward, allowed interest to him for money paid to the United States for land to which the title failed, at the rate of 6 per cent. per annum from January 29, 1814. (6 Stat. at L., p. 286.)

27. An act approved May 5, 1824, directed the Secretary of the Treasury to pay to Amasa Stetson the sum of \$6,215, "being for interest on moneys advanced by him for the use of the United States, and on warrants issued in his favor, in the years 1814 and 1815, for his services in the Ordnance and Quartermaster's Department, for superintending the making of Army clothing and for issuing the public supplies." (6 Stat. at L., p. 298.)

28. An act approved March 3, 1824, directed the proper accounting-officers of the Treasury to settle and adjust the claim of Stephen Arnold, David and George Jenks, for the manufacture of three thousand nine hundred and twenty-five muskets, with interest thereon from the 26th day of October, 1813. (6 Stat. at L., p. 331.)

29. An act approved May 20, 1826, directed the proper accounting-officers of the Treasury to settle and adjust the claim of John Stemman and others for the manufacture of four thousand one hundred stand of arms, and to allow interest on the amount due from October 26, 1813. (6 Stat. at L., p. 345.)

30. An act approved May 20, 1826, for the relief of Ann D. Taylor, directed the payment to her of the sum of \$354.15, with interest thereon at the rate of 6 per cent. per annum from December 30, 1870, until paid. (6 Stat. at L., p. 351.)

31. An act approved March 3, 1827, provided that the proper accounting-officers of the Treasury were authorized to pay to B. J. V. Valkenburg the sum of \$597.24, "being the amount of fourteen indents of interest, with interest thereon from the 1st of January, 1791, to the 31st of December, 1826." (6 Stat. at L., p. 365.)

In this case the United States paid interest on interest.

32. An act approved May 19, 1828, provided that there be paid to the legal representatives of Patience Gordon the specie value of a certificate issued in the name of Patience Gordon by the commissioner of loans for the State of Pennsylvania, on the 7th of April, 1778, with interest at the rate of 6 per cent. per annum from the 1st day of January, 1788. (7 Stat. at L., p. 378.)

33. An act approved May 29, 1830, required the Treasury Department "to settle the accounts of Benjamin Wells, as deputy commissary of issues at the magazine at Monster Mills, in Pennsylvania, under John Irvin, deputy commissary-general of the Army of the United States, in said State, in the revolutionary war;" and that "they credit him with the sum of \$574.04, as payable February 9, 1779, and \$326.67, payable July 20, 1780, in the same manner, and with such interest, as if these sums, with their interest from the times respectively as aforesaid, had been subscribed to the loan of the United States." (6 Stat. at L., p. 447.)

34. An act approved May 19, 1832, for the relief of Richard G. Morris, provided for the payment to him of two certificates issued to him by Timothy Pickering, Quartermaster-General, with interest thereon from the 1st of September, 1781. (6 Stat. at L., p. 486.)

35. An act approved July 4, 1832, for the relief of Aaron Snow, a revolutionary soldier, provided for the payment to him of two certificates issued by John Pierce, late commissioner of Army accounts, and dated in 1784, with interest thereon. (6 Stat. at L., p. 503.)

36. An act approved July 4, 1832, provided for the payment to W. P. Gibbs of a final-settlement certificate dated January 30, 1784, with interest at 6 per cent. from the 1st of January, 1783, up to the passage of the act. This act went behind the final certificate and provided for the payment of interest anterior to its date. (6 Stat. at L., p. 504.)

37. An act approved July 14, 1832, directed the payment to the heirs of Ebenezer L. Warren of certain sums of money illegally demanded and received by the United States from the said Warren as one of the sureties of Daniel Evans, formerly collector of direct taxes, with interest thereon at the rate of 6 per cent. per annum from September 9, 1820. (6 Stat. at L., p. 373.)

38. An act for the relief of Hartwell Vick, approved July 14, 1832, directed the accounting-officers of the Treasury to refund to the said Vick the money paid by him to the United States for a certain tract of land which was found not to be the property of the United States, with interest thereon at the rate of 6 per cent. per annum, from the 23d day of May, 1818. (6 Stat. at L., p. 523.)

39. An act approved June 18, 1834, for the relief of Martha Bailey and others, directed the Secretary of the Treasury to pay to the parties therein named the sum of \$4,837.61, being the amount of interest upon the sum of \$200,000, part of a balance due from the United States to Elbert Anderson on the 26th day of October, 1814; also the further sum of \$9,595.36, being the amount of interest accruing from the deferred payment of warrants issued for balances due from the United States to the said Anderson from the date of such warrants until the payment thereof; also the further sum of \$2,018.50 admitted to be due from the United States to the said Anderson by a decision of the Second Comptroller, with interest on the sum last mentioned from the period of such decision until paid. (6 Stat. at L., p. 562.)

40. An act approved June 30, 1834, directed the Secretary of the Treasury to pay balance of damages recovered against William C. H. Waddell, United States marshal for the southern district of New York, for the illegal seizure of a certain importation of brandy, on behalf of the United States, with legal interest on the amount of said judgment from the time the same was paid by the said Waddell. (6 Stat. at L., p. 594.)

41. An act approved February 17, 1836, directed the payment of the sum therein named to Marinus W. Gilbert, being the interest on money advanced by him to pay off troops in the service of the United States, and not repaid when demanded. (6 Stat. at L., p. 622.)

42. An act approved February 17, 1836, for the relief of the executor of Charles Wilkins, directed the Secretary of the Treasury to settle the claim of the said executor for interest on a liquidated demand in favor of Jonathan Taylor, James Morrison, and Charles Wilkins, who were lessees of the United States of the salt-works in the State of Illinois. (6 Stat. at L., p. 626.)

43. An act approved July 2, 1836, for the relief of the legal representatives of David Caldwell, directed the proper accounting-officers of

the Treasury to settle the claim of the said David Caldwell for fees and allowances certified by the circuit court of the United States for the eastern district of Pennsylvania, for official services to the United States, and to pay on that account the sum of \$496.38, with interest thereon at the rate of 6 per cent. from the 25th day of November, 1830, till paid. (6 Stat. at L., p. 664.)

44. An act approved July 2, 1836, provided that there be paid Don Carlos Delossus interest at the rate of 6 per cent. per annum on \$333, being the amount allowed him under the act of July 14, 1832, for his relief on account of moneys taken from him at the capture of Baton Rouge, La., on the 23d day of September, 1810, being the interest to be allowed from the said 23d day of September, 1810, to the 14th day of July, 1832. (6 Stat. at L., p. 672.)

In this case the interest was directed to be paid four years after the principal had been satisfied and discharged.

45. An act approved July 7, 1838, provided that the proper officers of the Treasury be directed to settle the accounts of Richard Harrison, formerly consular agent of the United States at Cadiz, in Spain, and to allow him, among other items, the interest on the money advanced, under agreement with the minister of the United States in Spain, for the relief of destitute and distressed seamen, and for their passages to the United States, from the time the advances respectively were made to the time at which the said advances were re-imbursed. (6 Stat. at L., p. 734.)

46. An act approved August 11, 1842, directed the Secretary of the Treasury to pay to John Johnson the sum of \$756.82, being the amount received from the said Johnson upon a judgment against him in favor of the United States, together with the interest thereon from the time of such payment. (6 Stat. at L., p. 856.)

47. An act approved August 3, 1846, authorized the Secretary of the Treasury to pay to Abraham Horbach the sum of \$5,000, with lawful interest from the 1st of January, 1836, being the amount of a draft drawn by James Reeside on the Post-Office Department, dated April 18, 1835, payable on the 1st of January, 1836, and accepted by the treasurer of the Post-Office Department, which said draft was indorsed by said Abraham Horbach at the instance of the said Reeside, and the amount drawn from the Bank of Philadelphia, and, at maturity, said draft was protested for non-payment, and said Horbach became liable to pay, and, in consequence of his indorsement, did pay the full amount of said draft. (9 Stat. at L., p. 677.)

48. An act approved February 5, 1859, authorized the Secretary of War to pay to Thomas Laurent, as surviving partner, the sum of \$15,000, with interest at the rate of 6 per cent. yearly, from the 11th of November, 1847, it being the amount paid by the firm on that day to Major-General Winfield Scott, in the city of Mexico, for the purchase of a house in said city, out of the possession of which they were since ousted by the Mexican authorities. (11 Stat. at L., p. 558.)

49. An act approved March 2, 1847, directed the Secretary of the Treasury to pay the balance due to the Bank of Metropolis for moneys due upon the settlement of the account of the bank with the United States with interest thereon, from the 6th day of March, 1838. (9 Stat. at L., p. 689.)

50. An act approved July 20, 1852, directed the payment to the legal representatives of James C. Watson, late of the State of Georgia, the sum of \$14,600, with interest at the rate of 6 per cent. per annum, from the 8th day of May, 1833, till paid, being the amount paid by him, under

the sanction of the Indian agent, to certain Creek warriors, for slaves captured by said warriors while they were in the service of the United States against the Seminole Indians in Florida. (10 Stat. at L., p. 734.)

51. An act approved July 29, 1854, directed the Secretary of the Treasury to pay to John C. Frémont \$183,825, with interest hereon from the 1st day of June, 1851, at the rate of 10 per cent. per annum, in full for his account for beef delivered to Commissioner Barbour, for the use of the Indians in California, in 1851 and 1852. (10 Stat. at L., p. 804.)

52. An act approved July 8, 1870, directed the Secretary of the Treasury to make proper payments to carry into effect the decree of the district court of the United States for the district of Louisiana, bearing date the *fourth* of June, 1867, in the case of the British brig Volant, and her cargo; and also another decree of the same court, bearing date the *eleventh* of June, in the same year, in the case of the British bark Science, and cargo, vessels illegally seized by a cruiser of the United States; such payments to be made as follows, viz: To the several persons named in such decrees, or their legal representatives, the several sums awarded to them respectively, *with interest to each person from the date of the decree under which he receives payment.* (16 Stat. at L., p. 650.)

53. An act approved July 8, 1870, directed the Secretary to make the proper payments to carry into effect the decree of the district court of the United States for the district of Louisiana, bearing date July 13, 1867, in the case of the British brig Dashing Wave, and her cargo, illegally seized by a cruiser of the United States, which decree was made in pursuance of the decision of the Supreme Court, *such payments to be made with interest from the date of the decree.* (16 Stat. at L., p. 651.)

An examination of these cases will show that, subsequent to the seizure of these several vessels, they were each sold by the United States marshal for the district of Louisiana as prize, and the proceeds of such sales deposited by him in the First National Bank of New Orleans. The bank, while the proceeds of these sales were on deposit there, became insolvent. The seizures were held illegal, and the vessels not subject to capture as prize. But the proceeds of the sales of these vessels and their cargoes could not be restored to the owners in accordance with the decrees of the district court, because the funds had been lost by the insolvency of the bank. In these cases, therefore, Congress provided indemnity for losses resulting from the acts of its agents, and made the indemnity complete by providing for the payment of interest.

Your committee have directed attention to these numerous precedents for the purpose of exposing the utter want of foundation of the often-repeated assumption that "the Government never pays interest." It will readily be admitted that there is no statute-law to sustain this position. The idea has grown up from the custom and usage of the accounting-officers and departments refusing to allow interest generally in their accounts with disbursing-officers and in the settlement of unliquidated domestic claims arising out of dealings with the Government. It will hardly be pretended, however, that this custom or usage is so "reasonable," well known, and "certain" as to give it the force and effect of law, and to override and trample under foot the law of nations and also the well-settled practice of the Government itself in its intercourse with other nations.

11th. Interest was allowed and paid to the State of Massachusetts, because the United States delayed the payment of the principal for twenty-two years after the amount due had been ascertained and determined. The amount appropriated to pay this interest was \$678,362.41, more than the original principal. (16 Stat. at L., p. 198.)

Mr. Sumner, in his report upon the memorial introduced for that purpose, discussing this question of interest, said :

It is urged that the payment of this interest would establish a bad precedent. If the claim is just, the precedent of paying it is one which our Government should wish to establish. Honesty and justice are not precedents of which either government or individuals should be afraid. (Senate Report 4, 41st Cong., 1st sess., p. 10.)

12th. Interest has always been allowed to the several States for advances made to the United States for military purposes.

The claims of the several States for advances during the revolutionary war were adjusted and settled under the provision of the acts of Congress of August 5, 1790, and of May 31, 1794. By these acts interest was allowed to the States, whether they had advanced money on hand in their treasuries or obtained by loans.

In respect to the advances of States during the war of 1812-'15, a more restricted rule was adopted, viz: That States should be allowed interest only so far as they had themselves paid it by borrowing, or had lost it by the sale of interest-bearing funds.

Interest, according to this rule, has been paid to all the States which made advances during the war of 1812-'15, with the exception of Massachusetts. Here are the cases :

Virginia, Stat. at L., vol. 4, p. 161.

Delaware, Stat. at L., vol. 4, p. 175.

New York, Stat. at L., vol. 4, p. 192.

Pennsylvania, Stat. at L., vol. 4, p. 241.

South Carolina, Stat. at L., vol. 4, p. 499.

In Indian and other wars the same rule has been observed as in the following cases :

Alabama, Stat. at L., vol. 9, p. 344.

Georgia, Stat. at L., vol. 9, p. 626.

Washington Territory, Stat. at L., vol. 11, p. 429.

New Hampshire, Stat. at L., vol. 10, p. 1.

With regard to this particular claim, the Senate—the body approving the treaty under which the claim arises—the tribunal making the award in favor of the Choctaws—in a report of its Committee on Indian Affairs heretofore referred to, speaking of this award and claim and the obligation of the United States to pay interest upon the balance remaining due and unpaid thereon, used the following language :

Your committee are of opinion that this sum should be paid them with accrued interest from the date of said award, deducting therefrom \$250,000, paid to them in money, as directed by the act of March 2, 1861, and, therefore, find no sufficient reason for further delay in carrying into effect that provision of the afore-named act, and the act of March 3, 1871, by the delivery of the bonds therein described, with accrued interest from the date of the act of March 8, 1861.

The committee have examined this question of interest with an anxious desire to do but exact justice, as near as may be, to the Indians and the Government; and in doing so, we have considered the question not only by the light of those principles of public law always in harmony with the highest demands of the most perfect justice, but also in the light of the numerous precedents which the Government has furnished in the several acts of Congress referred to.

The committee cannot believe that the payment of interest on the amount due the Choctaws under the treaty of 1855, from the time the award was made by the Senate, would violate any principle of law or establish any precedent which the United States would not be willing to follow in any similar case in which the Government was the claimant. The Government should not repudiate those principles of public law and common justice.

Because the Choctaws are a weak and powerless nation of Indians, is the obligation of the United States to do them justice any less than if they were the equal of this Government in military power?

Could the United States escape the payment of interest to Great Britain on a just debt, after the same had become due?

That there is something due the Choctaws under the treaty of 1855, we venture to say no one who has given any attention to the subject will hazard a doubt. Then that sum, whatever it may be, should speedily and definitely be ascertained and, with interest thereon from the time the award of the Senate under the treaty of 1855 was made, paid to them.

The committee are not unmindful of the fact that the claim of the Choctaws is large, and that the interest upon whatever may be found to be due them will be proportionately large because of the length of time the claim has been unsettled and unpaid.

But it must not be forgotten that the great length of time the payment of this claim has been deferred is entirely the fault of the United States. From the time the account was stated by the Secretary of the Interior, between the United States and the Choctaw Nation under the treaty of 1855, the Choctaws have persistently demanded a settlement and payment of their claim, and for that purpose keeping here at the capital their duly-authorized delegates or representatives, nearly all the time at great expense.

After a full and careful examination of all the matters presented by the memorial of the Choctaws, and the several treaties between the United States and the Choctaw Indians relating to this claim, the committee are of opinion that, in order to secure equal justice both to the United States and the Choctaws, and the claim be adjusted and discharged at an early day, the whole subject-matter relating to the claim should be, by proper legislation, referred to the courts of the country.

The committee therefore report the accompanying bill, and recommend its passage.

EDWIN EBERT.

MAY 16, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. STRAIT, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 940.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 940) for the relief of Edwin Ebert, report as follows :

The bill directs the Secretary of the Treasury to pay to Edwin Ebert one hundred and ten dollars, as compensation for a horse which he lost in the United States service, at the battle of Springfield, Mo., January 8, 1863. Dr. Ebert was a contract physician at the time his horse was lost. At the battle of Springfield, Mo., it was found necessary that he should be mounted to enable him to go from one part of the field to another, directing the movements of the ambulances and gathering up the wounded. While engaged in this duty his horse was shot from under him and killed. The claim was shortly afterward filed in the Third Auditor's Office, under the act of March 30, 1849, as a claim for a horse "lost in the military service of the United States," and was rejected in 1865, on the ground that Dr. Ebert was in the service by contract only, and therefore not entitled to be mounted on a private horse. The committee think, however, that, as Dr. Ebert was performing field-duty at the time, which required him to be mounted, and the horse having been killed in the line of duty, he is fairly entitled to compensation for it. The facts are shown by a certificate of S. H. Welcher, post-surgeon at Springfield, Mo., and medical-director of the post, given shortly after the loss occurred, and an affidavit of two citizens of the town, by which Ebert's statements are fully corroborated.

The committee report the bill to the House and recommend its passage.

PRESBYTERIAN CHURCH OF GRATIOT, MICH.

MAY 16, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. STRAIT, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 3331.]

The Committee on Military Affairs, to which was referred the petition of citizens of Gratiot, for the permission to erect and maintain a building for a Presbyterian church on the Fort Gratiot military reservation, Michigan, report :

That as there seems to be no objection to such use in a military point of view, and as such permission would give great facilities for a convenient place of worship to many citizens and soldiers in the vicinity, and as the place of location is upon that part of the reservation remote from the garrison buildings, and a portion of it which will probably, in a few years, be sold by the Government, and as the same was recommended by the officer in command of the post, your committee recommend the passage of the bill, with an amendment.

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FREEDMAN'S BANK.

MAY 19, 1876.—Recommitted to the Select Committee on the Freedman's Bank and ordered to be printed.

Mr. DOUGLAS, from the Select Committee on the Freedman's Bank, by unanimous consent submitted the following

REPORT:

IN THE HOUSE OF REPRESENTATIVES,
January 5, 1876.

Mr. Douglas submitted the following, which was agreed to:

Whereas the failure of the Freedman's Savings and Trust Company, chartered by act of Congress approved March 3, 1865, has resulted in great loss and injury to large numbers of freedmen, depositors therein; and whereas the causes of and responsibility for said failure have never been fully inquired into or ascertained by any committee or by any order of Congress; and whereas said failure is alleged to have been caused by gross mismanagement of the officers and agents of said company, and by unauthorized and illegal employment and use of the funds of the corporation:

Be it resolved by the House of Representatives, That a committee of nine members be appointed by the Speaker to investigate the affairs of said Savings and Trust Company and its several branches, to ascertain and report to the House all matters relating to the management of the same, the cause or causes of failure, the parties responsible therefor, and the nature, character, and value of all collaterals and other securities held by said company and its branches for loans or investments of the funds of the same. That said committee also ascertain and report the names and residence of all debtors of said Savings and Trust Company, with the amounts, respectively, due by them, the time when the debts were severally contracted, and the kind, description, and value of the securities given by said debtors, respectively, with such other facts relating thereto as the committee may deem important and necessary to a full understanding and elucidation of the subject-matter of investigation.

Be it further resolved, That said committee and any subcommittee thereof shall have power to send for persons and papers, to summon witnesses, and to administer oaths, and may at any time report progress in their investigation, and shall have leave to employ a clerk and such other experts as may be required to aid therein.

Attest:

GEO. M. ADAMS, *Clerk.*

Your committee have had under consideration the matters referred to it by the preamble and resolutions prefixed hereto, and have taken a large amount of evidence, which, together with this report, is respectfully submitted to the House of Representatives.

As a befitting introduction to their report your committee offer the following brief account of the origin, structure, and early history of the institution commonly known as the Freedman's Bank, from which it is believed that if not originally conceived in fraud it will be easy to discern how naturally it degenerated into a monstrous swindle and justifies a suspicion that it was, almost from the start, merely a scheme of selfishness under the guise of philanthropy, and to its confiding victims an incorporate body of false pretenses. While the civil war was still in progress it had occurred to some of the generals of the Federal armies that depositories for receiving and keeping the pay and bounties of the colored Union soldiers would be a convenient and necessary provision

for their benefit, and accordingly military savings banks were established at Norfolk, Va., and at Beaufort, S. C. They seem to have been well-timed and suitable to the object in view, as the colored soldiers eagerly availed themselves for depositing therein such portions of their pay and bounties as they did not need for their own immediate use, and large sums were found to have accumulated in them when active hostilities ceased. From some cause or other, but doubtless by the death of many, the dispersion of the survivors, and the prevailing ignorance of the class of depositors, this money remained uncalled for, and (allowing for some peculation) for the most part a profitless incumbrance to the stakeholders. To utilize this fund and to collect and turn to profit the large sums still due and to be paid by the Government seemed to have led to the conception of the idea of a Freedman's Savings and Trust Company, ostensibly for the benefit of "persons lately held in slavery," but, as the sequel proves, for their spoliation and robbery. The Freedmen's Bureau, so redolent of evil under specious guise, and an adept in the ways and means of squandering public moneys, readily supplied the personal agencies requisite for the undertaking. Of these the chief and the real founder of the so-called Freedman's Bank was one John W. Alvord, an attaché of the bureau, and superintendent of its educational department. This man, who had been anything but a success, abounding in pious platitudes about the good of mankind in general, but with a keen eye to the main chance at the same time, having proved a failure in both lay and clerical pursuits in other sections, now turned his benevolent regards to the confiding and ignorant black element of the South. He got up the charter for the bank, a charter so singular in its array of high and eminent names for corporators, for its business organization, whereby nine out of fifty trustees were constituted a quorum, and so utterly and entirely without safeguards or protection for those who were to become its patrons and depositors that it is hard to believe that its author, whatever might have been his other deficiencies, did not thoroughly understand how to organize cunning against simplicity and make it pay for the pleasure of being cheated. As no intentional injustice is designed by your committee in their search for and exposure of the men who are responsible for the outrages perpetrated upon the colored people by the bank, we desire to say right here that many of the distinguished and eminently worthy gentlemen who figure in the charter never gave the use of their names and never accepted or undertook to execute the trust it created. They were thrust in for appearance' sake and to make the delusion attractive and complete. Some who really believed in the good professions of the projectors of the scheme and its adaptability to promote the welfare of those for whose benefit it was apparently intended, and who at first took seats at the board of trustees, quickly vacated them in disgust, and the whole management soon devolved, as was manifestly the intention that it should do, upon a cabal in Washington, consisting of a small minority of the acting trustees. Still further to protect the innocent from reproach for even an apparent connection with the institution, we shall as we proceed point out those who really deserve reprobation and punishment for the shameful mismanagement of its affairs. If not a pleasant task it is one called for by the order of the House and demanded by justice to that class of citizens who have been so grossly betrayed and fleeced by this new confidence-game called "The Freedman's Savings and Trust Company."

The charter of the company was obtained from Congress by an act approved March 3, 1865. The objects of the corporation, as set forth

in the fifth section, were to receive on deposit for safe-keeping and investment for *their* benefit, all sums that might be offered by "persons lately held in slavery" from one dollar up. The money so received was to be invested or loaned upon United States Government bonds and stocks alone, except that a sum "not exceeding one-third of all the deposits" was to be kept as an "available fund, at interest or otherwise, to meet current payments." The idea of a general banking concern with affiliated branches extending to all parts of the country is nowhere impressed upon the charter, and if it had been, would have exposed it to grave constitutional objections. Nevertheless, the company speedily organized, with its principal office at first in New York, where at least some regard was paid to the requirements and to the limitations of the charter, and where it would have been well for the depositors if it had remained. It was not until Alford became president and the bank in fact brought to Washington, where it was subjected to all manner of malign influences, political and speculative, sole and corporate, that the "irregularities" of which the management was guilty, became so frequent and portentous as to attract attention, and call forth the animadversions of such newspapers as were not subsidized to conceal or palliate the abuses. But located here, with no bars to its vaults which thieves might not break through and steal, and no penalties for embezzlement or misuse of its funds which, substituting fear for integrity, might have afforded some security, the deposits were squandered and wasted without regard to the sacred nature of the trust on which they were held, and in cruel mockery of the hopes and expectations of the deluded freedmen. Theoretically, the design and the structure of the bank were admirable. The pecuniary benefit of the freedmen, and the moral and social advantages which attend upon material prosperity, were the avowed objects. The various duties of this beneficent scheme were so divided and allotted out to boards and committees as seemingly to insure efficiency and fidelity in the officers and agents, and proper guarantees to depositors. But the human instrumentalities on which the system depended for its successful operation were lamentably defective. As before said, the law lent no efficacy to the moral obligations assumed by the trustees, officers, and agents, and the whole concern inevitably became as a "whited sepulcher," "fair on the outside, but within, full of dead men's bones," rottenness, and corruption. The inspections provided by the by-laws were of little or no value, either through the connivance and ignorance of the inspectors or the indifference of the trustees to their reports, the latter clearly appearing from the testimony of A. M. Sperry, the principal inspector, who says he labored long and in vain to bring about a correction of abuses—never succeeding entirely in doing so—and had sought for two years to have such an investigation as your committee were ordered by this Congress to make of the affairs of the institution. The committee of examination, composed of G. W. Balloch and others, were still more careless and inefficient, while the board of trustees, as a supervising and administrative body, intrusted with the fullest power of general control over the management, proved utterly faithless to the trust reposed in them. Everything was left to the actuary and the finance committee. Such was the practical working of the machine. Still, amid much irregularity, as evidenced by the books, so long as the loans and investments were based on Government securities, and the available fund kept in a really available form, there were no heavy losses to depositors, and no positive proof of corrupt and collusive misapplication of the funds. Had the

policy first inaugurated been adhered to, there can be no room to doubt that losses would have been chiefly such as were inevitable from the vast number and the dispersion of the depositors and the very small sums deposited by many, and even this, while entailing some loss upon individuals, would have been a practical strengthening of the bank as a financial institution and a safe depository of the money intrusted to it. The time came, however, when there was fatal departure from this policy, and the ruin which followed is in no small degree directly imputable to the act of Congress approved May 6, 1870, whereby the charter was so amended as to allow one-half of the deposits not held as an available fund to be invested in loans secured on real estate.

The law in question provided, it is true, that the security taken should be in double the value of the loan granted, but, as in the original charter, no means were prescribed for compelling its observance or punishing its violation. This act, it is shown, was obtained through the active agency of William S. Huntington, then cashier of H. D. Cooke's bank, member of the finance committee of the Freedman's Bank, mixed up with all kinds of jobbery, and bound by business ties or close personal intimacies with all or nearly all of the wild and questionable speculating-rings of the District of Columbia. It is evident, however, that he did not act in the matter upon his own responsibility or unadvisedly, and it is proved that the amendment was the work of the managers of the bank, without the knowledge or assent of the depositors. But they, the depositors, were of small account now compared with the personal interests of the political jobbers, real-estate pools, and fancy-stock speculators, who were organizing a raid upon the freedmen's money and resorted to this amendment of the charter to facilitate their operations. The District government, too, came in to hasten and profit by the work of spoliation thus inaugurated. Its treasury was wholly unequal to the task of sustaining the magnificent expenditures of the board of public works, presided over by H. D. Cooke, and controlled by Mr. A. R. Shepherd. Some exchequer must be found to advance upon the depreciated bonds and worthless auditor's certificates of the District, or the contracts must fail, and the speculations of the pool and of Shepherd and his friends in out-of-the-way and unimproved town lots come to grief. This mass of putridity, the District government, now abhorred of all men, and abandoned and repudiated even by the political authors of its being, was represented in the bank by no less than five of its high officers, viz, H. D. Cooke, George W. Balloch, Wm. S. Huntington, D. L. Eaton, and Z. B. Richards, all of whom were in one way or other concerned in speculations more or less dependent for a successful issue on sustaining the contractors under the board of public works, and a free use of the funds of the Freedman's Bank. They were high in power, too, with the dominant influences in Congress, as the legislation they asked or sanctioned and obtained, fully demonstrates. Thus it was that without consulting the wishes or regarding the interests of those most concerned—the depositors—the vaults of the bank were literally thrown open to unscrupulous greed and rapacity. The toilsome savings of the poor negroes, hoarded and laid by for a rainy day, through the carelessness and dishonest connivance of their self-constituted guardians, melted away—vanished into thin air in the form of millions of so-called assets, on which by no possible contingency can fifty cents on the dollar be ever realized to the unfortunate victims of heartless duplicity and misplaced confidence. The wolves literally became the pastors of the flock, and, without compunction or remorse, devoured the younglings committed to

their care. In the foregoing narrative your committee have necessarily, though somewhat incidentally, touched upon and pointed out the prime, but remote and indirect, causes of the failure of the Freedman's Bank—which was the utter and complete omission to provide in the law of its organization any safeguards for the protection of the depositors, who were encouraged and invited to trust their millions to its keeping.

In no age and under no dispensation, political or otherwise, has it been found that a corporation, "without a body to be kicked or a soul to be damned," could be safely trusted with the unlimited control of other people's property or money. The same, with very rare exceptions, holds good as to individuals. In any such case the law which fails to provide adequate guarantees of honesty and fair-dealing, and punishment for gross negligence and breach of trust in the use and employment of trust-funds and property, is itself the temptation to evil-doing, and justly exposed to the severest reprobation. That the law, original and amendatory, under which the Freedman's Savings and Trust Company was organized and started upon its career was fatally defective in the essential points indicated is too apparent upon its face to admit of cavil or dispute. The second cause of the failure, viz, great negligence and faithlessness of trustees, officers, and agents, was the legitimate offspring of the first. On this point your committee cannot furnish better illustration or proof than is afforded in the subjoined extract from the testimony of Mr. A. M. Sperry. He says:

Had there been scrupulous conformity to law in every particular, and carefulness in selecting investments, such as men fully conscious of the sacred nature of their trusts ought to have exercised, I do not think that the bank would have failed, for the reason that its franchises were most valuable.

And further on, in allusion to what he styles partisan attacks upon the bank, the same witness says:

Had the bank been as immaculate as it ought to have been, and had suffered these same attacks, it could have resisted them without loss. I would have gone to our depositors and simply said, "These things are not so;" and I would have been believed.

By Mr. RIDDLE:

Q. But you could not say that?—A. No, sir; I had to make so much of a clean breast of it that I spoiled all that I said. I have been waiting two years, Mr. Chairman, to say this. I can prove to you that for two years I have been working to get a congressional investigation.

Such is the evidence of a man who has been closely connected with the institution from its earliest active existence. It leaves no room to doubt the entire truthfulness and justice of the charge of infidelity to trusts, negligence, and carelessness (and hints strongly at dishonesty) of the men who had the control and management of the affairs of the bank, and that its downfall was due to their delinquency. As corroborative of Sperry, whose testimony, however, is not contradicted, your committee call attention to the books of the bank. Their condition indicates a settled purpose, running through a series of years, to muddle and confuse accounts so as to make them unintelligible. But whether through design or not, such is the result. If nothing more than an occasional mistake or slight "irregularity" occurred, it might be set down, perhaps, to the inexperience of the book-keepers or the want of clerical force to write up the books properly without imputing very great harm to any one. But it is far otherwise. The books are mutilated and defaced—leaves cut out in some places and firmly pasted together in others—without proper indexes to guide and direct the searcher into their hidden mysteries—abounding in false entries and forced balances, altogether exhibiting a labyrinth of winding and never-ending perplexity and contradic-

tions that defy the scrutiny of the sharpest experts. (See report of Dyer and Watkins, experts employed by your committee, and submitted as a part of this report.) That such things could have occurred and been permitted to continue without a purpose inconsistent with the idea of official integrity, fidelity to trust, or correct business practices is incredible. Charity herself averts her face in sorrow and refuses to cover such evidences of iniquity with her mantle.

But we need not dwell upon the tangled web spread over the books of the concern as evidence, suggestive though perhaps not conclusive, of improper conduct on the part of the officers and agents of the Freedman's Bank. The actual proof, abundant and indisputable, is at hand, and readily to be found in the printed testimony accompanying this report. The Washington cabal before mentioned, and consisting of the president of the bank, D. L. Eaton, the actuary, H. D. Cooke, chairman finance committee, William S. Huntington, henchman of Cooke, and of the same committee, O. O. Howard, honorary trustee, (an office and position unknown to the charter,) and Lewis Clephane, of the finance committee, and a few more, enough to constitute a quorum (nine) and a majority of that (five,) held high carnival over the freedmen's hard-earned and sweat-stained savings, which in an evil hour they had been cajoled into trusting them with for safe-keeping and profitable investment.

It is in proof that the law requiring loans and investments to be made exclusively on Government securities was violated. The provision of the amended charter allowing the acceptance of real-estate securities "in double the amount" obtained from the bank was a mere delusion and a cheat. It opened the door to the innumerable rascalities which quickly followed its adoption, by which the freedmen were swindled out of their money for the benefit of strangers, while the canting hypocrites who had deceived them under specious professions of regard for their race, and who have undoubtedly, directly or indirectly, shared in the plunder, go unwhipped of justice. Hardly had it passed and been approved before the office of the bank was besieged by real-estate agents and brokers eager to serve their clients by getting the largest accommodation upon the very smallest possible security having the semblance of conformity with law. Kilbourn & Latta, the trustees of the real-estate pool, were there, and were actually appointed appraisers for the bank, whereby the unseemly spectacle is presented of an attempt to serve two masters—a thing discountenanced by the laws, deemed incompatible with strict business integrity, and pronounced impossible in Scripture. They and others, representing like them both borrower and lender, were practically given the keys of the vaults, whose guardians, themselves stockholders or partners in the companies, societies, and speculating rings outside, winked at the thinly-disguised peculations and complacently pocketed their share of the plunder as though they had not sinned against the prohibition of any officer, trustee, or agent borrowing the money of the bank. Of course they were not very particular as to the value of the securities offered and accepted; and these, as might have been expected, seldom met the full requirements of the law; and from defective title, prior incumbrance, or false valuation, were often valueless, or only partially available to the institution. Among the most notable examples of the reckless and improvident management that now crept into the bank are loans to Howard University, the Young Men's Christian Association, the Seneca Sandstone Company—in all of which there was a personal identity, to a controlling extent, between the parties obtaining and those who granted

the accommodation. Another class of loans, designated as miscellaneous, and granted to individuals, displayed, if possible, a still more reprehensible disregard of the interests of the depositors and a wide departure from all recognized rules of safe and prudent business transactions. Some of them, according to the evidence, bear the impress of corrupt and fraudulent combination against the bank, in which some of its officers, holding the most influential as well as trusted positions, participated. In many instances money was loaned without collaterals or security of any kind, and to very large amounts, while the practice of adding loan to loan to the same person, though already in arrears both for principal and interest of previous advances, and then after almost indefinite multiplication, consolidating the whole into one and allowing the debt still to run on, is so bewildering a process in banking that your committee is constrained to suspect collusion even where there is an absence of positive proof of the fact. Certain it is that no such proceedings can be tolerated or excused in persons charged with and undertaking to execute a great and a sacred trust like that of the Freedman's Savings and Trust Company, and their presence argues the want of that conscientious perception of duty and obligation which should characterize the officers, agents, and managers of such an institution. But proof of actual fraud and dishonesty is not wanting, as the following instances condensed from and clearly developed in the testimony will show.

J. V. W. Vandenburg was a pet of the District government—a sort of *protégé* and favorite contractor for the grand public improvements planned and put in execution by the board of public works. His undertakings were upon a scale of expenditure far beyond the ready means of the District authorities. They required money, though, for their prosecution, and to get it this enterprising contractor had nothing to do but to go to the auditor of the District government, get his certificates for work done and allowed for, and then to the Freedman's Bank. These certificates were generally worthless, without responsible indorsements, and, being difficult of transfer, were not worth four cents a bushel as salable securities or as evidences of debt, (page 127, Vandenburg's evidence,) yet they were good enough to take in exchange for freedmen's money, and that not in hundreds but hundreds of thousands of dollars. Why? Because the *personnel* of the bank management and that of the District government were the same, and there was a larger and more direct interest to be advanced by fostering and supporting the government works than by an honest and faithful discharge of duty to the depositors.

The actuary of the bank himself, then D. L. Eaton, was persuaded to accept as a gratuity from Vandenburg a half interest in a \$100,000 contract for sewer-pipe. Eaton put in no money of his own, incurred no risks or responsibility, and had no trouble about it except to sign receipts for his share of the profits. But he used the influence of his position to pass Vandenburg's paper at the bank counter, and the money thus obtained was used to carry out the contract in which he was interested as a beneficiary, you are to believe, if you can, of a purely disinterested and noble generosity. This may not be a steal, but as Vandenburg still owes \$144,164.83 to the bank, according to the exhibit made by the books of that concern, which, however, he disputes on the ground that some forty to fifty thousand dollars of his securities have been disposed of and no credit given him, (the rest being hardly worth a contest about,) the Freedmen depositors have the consolation of knowing that they have been fleeced by an "irregularity," to use the polite and exculpatory phrase employed by the present commissioners when compelled to

allude to the rascalities of their predecessors in the management and control of the affairs of the bank.

But the Vandenburg-Eaton irregularity is small in actual criminality (by the terms and within the scope of the penal code) compared with the Seneca sandstone swindle. This bubble was a fancy-stock gamble got up by H. D. Cooke, John L. Kidwell, and H. H. Dodge, and this is the way they did it: They bought of one Peters a tract of land in Montgomery County, Maryland, with a red-sandstone quarry on it, located upon Seneca Creek; another Dodge and one Anderson were then associated with them, and a charter of incorporation obtained from the courts under the name of the Maryland Freestone Mining and Manufacturing Company. The purchasers then sold to the company their quarry and farm with its appurtenances, stock, teams, mills, machinery, &c., for \$500,000, in stock divided into 5,000 shares of \$100 each, 3,000 shares of which were divided among themselves and 2,000 reserved for sale at \$50 per share.

The game was to place these reserve shares where they would do the most good in aid of the scheme by getting "select" parties and men of "position and influence" to take them. They succeeded in getting off a large number on such men as General Grant, W. H. Seward, General Brice, General Townsend, General Dent, Surg. Gen. Barnes, Caleb Cushing, and others of high station and repute. The company now proceeded to issue \$100,000 of bonds, secured by a first mortgage on all the property, and these were nearly all absorbed by the originators of the scheme, who bought them with the proceeds of the sale of stock mentioned. Having thus bomb-proofed themselves against contingent dangers and losses by a first lien, the company, rendered eminently respectable in the eyes of the public by the distinguished and select character of its stockholders, was ready to begin in earnest to exploitate upon unwary outsiders. But they were not a success, either in making a corner in building-stone or in selling the shares. They then, after some six years of existence and struggle, went through the farce of declaring a dividend of 60 per cent., which was paid by watering the stock and dividing 3,000 shares more among themselves, thus making the stock nominally \$800,000. At the same time they issued another \$100,000 of bonds secured by a second mortgage.

These second-mortgage bonds were absolutely worthless. General Brice, testifying as to the proceedings referred to, says: "I had become convinced that the stock was unavailable. It was paying no dividends, and could not be sold in the market—so I did not care what they did with it." Notwithstanding this state of facts and the additional fact that the first sale of stock, when the company was or ought to have been free from debt, brought only 50 cents on the dollar, H. D. Cooke and his confederates, William S. Huntington and James C. Kennedy, did not scruple to put it off on any one whom they could cajole at 70 cents, assuring them that it was worth 80, and was a good and safe stock to invest in, (see Bryan's testimony,) Cooke and Huntington being of the finance committee of the bank, aided by Clephane, also of the finance committee, Kennedy, (see commissioners' report, p. 8,) Hallet Kilbourn, John O. Evans, and D. L. Eaton, got off \$95,000 of the second-mortgage bonds on that institution, drawing out \$62,000 of the freedmen's good money for the same. The jugglery by which this was accomplished is fully explained in the commissioners' report of the 14th day of December, 1874, (pages 56 and 57,) and is the recital of so gross a fraud and conspiracy to defraud, that, in the opinion of your committee, every one of the survivors in the transaction, viz, Henry D. Cooke,

Lewis Clephane, Hallet Kilbourn, and John O. Evans, should be indicted, tried, and punished to the extent of the law; while those who are pecuniarily responsible should be sued for the recovery of the money, or good securities, consisting in part of \$20,000 first-mortgage bonds of the Maryland Freestone Mining and Manufacturing Company, of which the bank was robbed by the conspirators.

Your committee exculpate Le Roy Tuttle from actual criminality, although his name appears to the secret agreement which was the compact of fraud with Kilbourn and Evans, because he appears to have been only a weak and unsuspecting tool of his associates on the finance committee of the bank. But the evidence is all in the possession of the House, and we forbear to enter further into particulars except to call attention briefly to a few instances of personal misconduct in the management. Geo. W. Stickney, the assistant actuary, and, after Eaton, actuary of the bank, is shown to have been not only privy to the crooked transactions referred to in the preceding pages of this report, but the principal actor in others, of which a fraudulent conversion of the funds to his own private use is one, and for which he merits and should receive punishment. He, it appears, was actually turned loose upon the funds and assets of the bank without even being bonded, though perhaps that devoted institution was not much the worse off for that, seeing that in nearly all cases where the trustees had taken bonds of their officers and agents they proved either to be informal, subject to some technical objection, or otherwise worthless when the time came, as it did come in several instances, to put them in suit on account of the delinquencies of their makers.

In the case of the Andrew C. Bradley transaction, too, he and the president, Jno. W. Alvord, were parties to an attempted transfer of property held by the bank as security for a debt of \$10,000 and some few hundreds of accrued interest, whereby the bank was treated to a lot of notes given by Bradley, and payable one, two, three, four, and five years after date, while the vendee, (or rather his principal, for he was merely agent,) A. R. Shepherd, entered at once into the enjoyment of an annual income of \$4,200 from the rent of the property to the Post-Office Department. What is still more singular, the contract of lease was made between Bradley and the Department ten days before he obtained a transfer of the property from the aforementioned officers of the bank, and the whole was done for the special benefit, delectation, and behoof of Shepherd, who, nevertheless, is not seen in the transaction. Not until the processes of a court of justice were resorted to by the original owner, one Mrs. Louisa McGhan, to set aside the whole proceeding for fraud, and permission given her to redeem the property by paying the bank, did the facts herein detailed come to the surface, and to the light of day. For such an inequitable, unjust, and to the bank injurious disposition of its assets, it is hard to believe there was no consideration given; but, allowing Alvord and Stickney the full benefit of the presumption of law in favor of innocence, it shows them to be wholly unworthy of the high trusts they held, and is a striking example of the actings and doings whereby the credit of the bank was destroyed, and its depositors plundered and ruined.

In the Juan Boyle business, too, the same Mr. Stickney and Mr. Leipold, one of the present commissioners, acted apart, the reasons for which are best understood by themselves, but one resulting in a total loss both to the bank and its debtor, Boyle; though the evidence establishes the fact that Boyle was offered a credit of \$21,000 on his liabilities, (Leipold to take the property, consisting of certain houses on M street,

in the city of Washington,) and that subsequent sales even under prevailing depression and shrinkage in values proved that they were worth under such unfavorable conditions nearly the whole amount for which they were encumbered. Very soon after this negotiation failed the property was sold under a deed of trust which Stickney had given upon it, while holding from Boyle for the benefit of the bank, and he, Stickney, bought it in for himself at the price of \$14,000, there being no one present to protect the bank, and little or no competition among the bidders. (See Boyle's testimony, given in the presence of Stickney and Leipold, and not contradicted in any material point of fact as above recited.)

There were also a great many small speculations by which the bank was drained of its funds, the aggregate of which, as far as can yet be ascertained, amounts to the sum of \$203,221.62. This sum is in part represented by checks and drafts, without collaterals of any kind, in part by nothing but the empty coffers of the bank, and are neither more nor less than a steal perpetrated on the bank by the officers or others through their connivance. Add to these forgery, as in the case of Boston, teller of the Washington branch, and the way the freedmen's money went is not difficult of comprehension. And now taking a retrospective glance over the events of the last ten years, in which this Freedman's Bank looms up conspicuously, we are led to believe that no race or kindred among all the generations of men have so thoroughly sounded the depths of the philosophy expressed in the prayer, save me from my friends, as those "persons lately held in slavery" at the South, a people *over* whom more crocodile tears have been shed, *on* whom more imposition practiced, and *for* whom less real sympathy felt by their professed friends, than any other known to history—a people almost literally stabbed under the fifth rib with a hug and the salutation "How is it with thee to-day, my brother?" In regard to this bank, the grossest deception was practiced upon them. They were told it was a Government institution, and its solvency and safety guaranteed by the United States. Missionaries, of whom the chief was Alvord, perambulated the South mixing religion, politics, education, and *teaching* the blacks how "to toil and to save," and then trust their hard-earned savings to Alvord and his associates to invest for them, not until, however, they had levied toll for their services in bestowing such inestimable benefits, and for their disinterested labors and sacrifices.

Full of gratitude to the Government for his emancipation, the negro was easily approached by, and gave unheeding credence to, any adventurer who declared himself his friend and professed a desire to aid his moral, intellectual, and social elevation, provided he belonged to the party of the administration. He believed and was deceived, trusted and was betrayed. Taught, to his ruin and that of the whites among whom he lives and moves and has his being, and between whom and himself there must be mutual trust and confidence before prosperity can be restored to his section, to hate and distrust the "old master classes," he is now derided by his old friends for his credulity, (see Sanders Howell's statement about a conversation with Leipold,) and told that those who dragged him out of slavery have by that one act canceled every obligation to deal with him on principles of common honesty. Upon no one of the originators and trustees of the bank did so great a responsibility rest as upon John W. Alvord, but yet he permitted all the misdoings described in this report to go on from year to year without any vigorous protest or effort to correct them, and so far from giving warnings to those who had so trusted the concern through his persuasion, he helped to keep up the delusion

by praising it, enlarging upon its benefits, giving assurance of its stability, and soliciting increase of depositors and deposits.

When the ruin of the institution was already past remedy, an amendment to the charter was obtained in 1874, with provisions limiting the amount to be loaned to any one person, and making any embezzlement or misuse of the funds by officers or agents a criminal offense. This should have been done at the beginning. Now it was like locking the stable-door after the horse was stolen; it neither saved the property nor caught the thief; it was a thin veil to the plunge into actual bankruptcy, and the handing the defunct remains of the once prosperous Freedman's Savings and Trust Company to the undertaker—the commissioners to close up its affairs—speedily followed the enactment. Having incidentally pointed to the parties chiefly responsible for the final catastrophe, while describing the causes which led to it, your committee have, as far as practicable, and for the present, discharged the duty assigned to them, and respectfully submit the result to the consideration of the House without further recommendation than that already embodied in the pending bill to amend the legislation of 1874 in regard to the commissioners. Whether it will be necessary to submit any report upon the condition and management of the bank since it went into liquidation is reserved for future consideration.

B. B. DOUGLAS,
Chairman.
TAUL BRADFORD.
W. S. STENGER.
H. Y. RIDDLE.
CHAS. E. HOOKER.
J. H. RAINEY.

REPORT OF EXPERTS.

WASHINGTON, D. C., *March 7, 1876.*

SIR: In compliance with the resolution adopted at the meeting of your committee on the 4th instant, asking to be furnished by this date with a complete and consolidated report of our investigation up to this time, we would respectfully submit the following:

As mentioned in our report of the 4th ultimo, we found leaves cut out from the original ledger, leaves without number pasted together, balances not brought forward, and of which, at this date, no trace has been found; and these omissions occur in every book so far examined. For instance, in deposit-ledger "A" the balances foot up with amounts due depositors of, in the aggregate, \$40,000. Whether these have been transferred or finally settled we cannot determine, there being no indexes in the ledger.

In several instances the original entries do not conform to the meaning of the transaction when carried to the ledger. Also, we find on the ledger duplicate accounts under the same heading, and in many instances an original entry which was a debit to an account has been posted as a credit, and *vice versa* as a debit. The columns in the ledger which are designed to show the reference to the folio of the original transaction fail to give the connection.

The absence of auxiliary books also has impeded, and we might say stultified, to a great extent, our investigations. The status of the New York or principal office, as shown by transcript balance-sheet, (heretofore transmitted,) was deficient fully 20 per cent. between its available assets and recognized liabilities, at the date of its transfer to Washington, which appears to be April 30, 1867.

The branch office at Beaufort shows on July 1, 1867, as per ledger, a difference on that date of \$10,276.04 between the actual balance and the balance that ought to have been if the entries had been properly posted. The special-deposit account has a balance against it which amounts to \$24,978.72. The creditors to this account, so far as we can see, do not appear on the books, the account being abruptly closed on the ledger.

We have also lately examined the cash-account of the principal office and find a balance of \$28,331.04 on the 10th of October, 1863, to the debit of that account; also that

the Washington branch office had not brought forward on the credit side on March 30, 1868, \$64,470. 56, besides several amounts not carried out in the ledger.

We have also examined partially an account under the heading of G. W. Stickney, which is perfectly unintelligible to us, there being a balance to the credit side of this account not carried forward to where the account is continued, of \$68,387.66.

In conclusion, we would say that our duties have been laborious. We do not make comments, it being our purpose to state facts. We have presented figures from which your honorable committee can draw conclusions; it is our privilege as well as our duty, however, to state that a more perverted arrangement could scarcely have been devised by human ingenuity if the design had been specially directed to obscure the transactions of the institution. Incompetency at the beginning may be made an excuse for palpable errors and omissions, but when eminent bankers direct investments and indicate the business of the institution this apology fails.

We cannot suppose there was a "lack of common sense" on the part of the managers of the concern, but certainly there is a notable deficiency in all the well-understood principles of accounts, for which experience should have provided a remedy, even for the most ignorant and unskilled, much more for competent financiers and professed accountants.

All of which is respectfully submitted.

SAMUEL WATKINS.
JOHN F. DYER.

Hon. B. B. DOUGLAS,
Chairman Committee of Investigation of Freedman's Bank.

VIEWS OF THE MINORITY.

The testimony taken by the committee discloses the following facts, viz:

About fifty-six millions of dollars were received on deposit by the Freedman's Savings and Trust Company, of which about fifty-three million dollars were paid back with interest, leaving about three million dollars still due to about seventy thousand depositors; it is expected that dividends to the amount of forty to fifty per cent. will be paid upon the latter amount.

If the managers of this bank had invested the funds in accordance with the provisions of the charter, it would have proved a most beneficent institution for the freedmen; but, unfortunately, those who invested the funds loaned them in many instances where they would inure to their own profit, without much regard to the security held for said loans.

This abuse of their trust is reprehensible in the highest degree. One of the clerks in the office was proved guilty of forging the name of a depositor and drawing his money. Some of the agents of the branch banks are proved to have been dishonest. All these should be punished to the extent of the law.

I agree to the main facts as stated in the majority report, but dissent from some of its conclusions and language.

RUFUS S. FROST.

TESTIMONY

TAKEN BEFORE

THE SELECT COMMITTEE OF INVESTIGATION OF THE FREEDMAN'S SAVINGS AND TRUST COMPANY.

Authorized by resolution of the House of Representatives January 5, 1876.

MARCH 9, 1876.—Reported and ordered to be printed.

SELECT COMMITTEE ON THE FREEDMAN'S BANK, *Washington, D. C.*

The committee met this 17th day of January, 1876, at 10½ o'clock a. m., in the room of the Territorial Delegates, and upon call of the roll the following members answered to their names: Beverly B. Douglas, Taul Bradford, William S. Stenger, Haywood Y. Riddle, Charles E. Hooker, Charles B. Farwell, Rufus S. Frost, Joseph H. Rainey; absent, Archibald M. Bliss.

The chairman asked for a copy of the report of the trustees of the Freedman's Savings and Trust Company, required to be made, under section 8 of an act amending the charter of the Freedman's Savings and Trust Company approved June 20, 1874, to the Secretary of the Treasury, if made.

Upon the subpoena of the Speaker, the Sergeant-at-Arms brought Messrs. John A. J. Creswell, Robert Purvis, and Robert H. T. Leipold, the commissioners of the bank, before the committee, in company with eleven books called for by the chairman on the 15th instant.

Mr. Creswell stated that on the 4th of July, 1874, the commissioners were appointed, and that no such report as asked for above, from the trustees, was ever made, to his knowledge; and Mr. Leipold stated the same to be a fact.

The CHAIRMAN then interrogated Mr. CRESWELL as follows:

Question. You are the head, Mr. Creswell, of the commissioners appointed under the act of June 20, 1874, to close the affairs of the Freedman's Savings and Trust Company?—Answer. I was named first, and, by courtesy, presume I am; I have, however, no more authority than the other gentlemen.

Q. Please state at what time you entered upon the discharge of your duties as one of said commissioners, and state, as well as you can, in a general way, what your subsequent investigations have shown to be the condition of the corporation at that time.—A. The commissioners qualified early in July, 1874, by giving a joint bond in the sum of \$100,000 penalty, which was approved by the Secretary of the Treasury, and filed in the Treasury Department; and they proceeded immediately to the discharge of their duties, upon receiving a proper certificate of appointment. We found that at that time, through a subsequent investigation, the amount of the bank's indebtedness to depositors was somewhat over \$3,000,000 down to the present time. The bank was largely insolvent. On December 14, 1874, we made a report which gave all the information in our possession at that time, and the liabilities, as they appeared then, were \$2,879,031.78. We then found the assets, as per ledger balances, \$2,693,095.20. There was a deficiency, you will observe, of \$185,936. This deficiency has reference to all the offices, and not the principal one. Apparent amount assets about \$2,000,000, at present time, after all collections to January 1, 1876.

Q. Has the board of commissioners, of which you are a member, ascertained the actual value of the assets appearing to be held by the corporation? If so, please state, if you can, the aggregate amount so ascertained, the proportion of the same held in the bonds and other securities of the United States, and in notes and bonds secured upon real estate, according to the provisions of the act of Congress approved May 6, 1870.—A. We have not ascertained the exact amount of those assets, and cannot until the concern is wound up. A large amount of these personal securities appear to be worthless. Mr. Leipold is more hopeful than I am. I feared that we would not be able to realize more than 40 per cent. from the entire assets, but Mr. Leipold expects it to reach 60 per cent. I think, however,

they may be between these figures. I also may say that Mr. Purvis was a little more hopeful than myself. Very much will depend upon what we realize from our real estate. When we took possession we found but a very small amount of United States bonds belonging to the institution, but speaking from memory I cannot pretend to be accurate. There could not have been many thousands held as collaterals, but our report, to be made in a few days, will show. I prefer not to give answers from memory, and think it safe to say that there were but a few thousand dollars in United States bonds. Then the amount of notes, apparently secured by real estate, when we took possession, was \$1,208,857.15, on which interest had accrued to the sum of \$93,470.10, and upon which charges for advertisement, insurance, &c., had accrued to \$9,911.77, making, in the aggregate, \$1,312,239.02, principal office. Then came what they styled the "available fund loans," which are secured by personal securities, such as indorsements, and other collaterals found on pages Nos. 32, 33, 34, 35, 36, 37, 38, 39, 40, of the printed report of the commissioners. On these there were due at the time of our taking possession, \$312,968.53, accrued interest to amount of \$40,561.32, and charges amounting to \$2.25, making aggregate amount due \$353,532.10.

Upon motion of Mr. Farwell, the committee adjourned.

COMMITTEE ON THE FREEDMAN'S BANK,
Washington, January 22, 1876.

The committee met at 10 o'clock a. m.

Present: Messrs. Douglas, Bradford, Stenger, Riddle, Hooker, Farwell, and Rainey.

ANSON M. SPERRY, inspector of the Freedman's Bank, being present, was sworn and examined.

By the CHAIRMAN:

Question. State, if you please, whether you were an inspector of the Freedman's Savings and Trust Company.—Answer. Yes, sir; I was from October, 1871, up to the time of the closing of the bank. The bank went into liquidation in July, 1874. It is proper for me to state that I was an employé of the company as an agent for the colored Twenty-fifth Army Corps until 1867, and after that as a cashier of the company until I was made inspector.

Q. State what the character of your duties was in each of these several capacities.—A. As an agent of the company with the colored troops, to receive money either for deposit in the company, or to send to their friends for them, if they could be reached. I remained with the troops until they were all mustered out in 1867. Having lost my health in the South, I was relieved in 1870. On the conclusion of my service with the troops, in 1867, I was made cashier at the Memphis branch. In the fall of 1870 I was assigned to this duty as inspector.

Q. Did your duties embrace the inspection of the chief office?—A. No, sir; not at all.

Q. What were your duties directly?—A. They related to the several branches. I was supposed, either by myself or deputy, to examine all the accounts. As a matter of fact the business was so enormous that it could not be adequately done by the force we felt able to employ. We were required to inspect all the branches twice in every year. Some of them were never inspected, and could not be. However, in June, 1873, we got a resolution through the board authorizing me to employ details of cashiers by interchange of force, and we should have been able to make a pretty vigorous examination had we gone on.

Q. I understand you to say that at many branches it was impossible to comply with the instructions given to you as inspector. State, if you please, at what branches this happened.—A. I have a list of the branches here with which to refresh my memory. I never was able to get at the Huntsville (Ala.) branch, Louisville, Lexington, or Little Rock. Macon, I think, was examined by deputy. New York was not in my jurisdiction. It was in charge of a manager. I never felt called upon to go there. Philadelphia, Savannah, Shreveport, Vicksburgh, I think, were not examined, either by me or my deputy; neither was Charleston.

Q. At those branches where inspections were made, were the entries in the draft and deposit journals compared with the ledger and pass-books?—A. At some of them they were, and others not. Many of our men were new to the business of book-keeping, some of them uneducated. At most of the branches, however, a reasonable amount of care was exercised. In all of them, I think, the accounts were so kept that by the advice and direction of the inspectors they were able to fetch up the work which was left behind. In other words, there were not radical omissions.

Q. From the report here there seems to have been some very radical omissions.—A. There was one radical difficulty in the accounts which, if you asked me whether the ledger balances were properly taken off, I should tell you something different. They made the proper entries upon the checks, but did not apply them to the books.

Q. Did you, upon your inspections, cause the accounts to be checked with the ledgers, and were the records sent to the principal office, showing the errors and omissions?—A. So far as possible I sent them.

Q. Were these duties omitted anywhere where inspections were made?—A. Yes, so far as it was possible. It was not possible literally to comply with these instructions, because I had

come into the business three or four years behind time, and to carry out literally the instructions was almost an impossibility. I caused the ledger balances to be taken off, and it was to this point that I referred just now. In many cases, finding the ledger widely different from the original entries as returned to the principal office, I made improvements. To illustrate, take the case of the Washington branch, where in 1870 I found a difference between the ledgers and the general account of some \$80,000, and by our best endeavors and the employment of additional expert force, we were never able to reduce this difference below, say, \$40,000. I speak from memory.

Q. Who were the officers of the Washington branch during the time these discrepancies were discovered?—A. The cashier was William J. Wilson; but there was a change made about this time, I will not say exactly when, though in 1870 the cashier was the one just named.

Q. What other managers or agents were there?—A. No responsible managers in the branch except the book-keeper, who was Thomas S. Boston. There were, perhaps, one or two clerks, occupying subordinate positions, whose names I have forgotten.

Q. How long after the period referred to in the foregoing answer did Mr. Wilson and Mr. Boston continue in their respective offices?—A. I cannot say from memory just when the office of cashier was discontinued; we found it necessary to make a change, and it was deemed best to put the affairs of the branch directly under the control of the principal office. I think that was in 1871, but I ought to be allowed to refresh my memory; I might find it necessary to correct the dates.

Q. What time was this examination made, and what time did this change occur?—A. I recommended changes immediately upon making the examination alluded to. Those changes were not carried into effect until, I should say, late in 1871. I have no data in my memory by which to fix the date.

Q. Just state as nearly as you can from recollection. Was it in cold or warm weather, or spring?—A. I am unable to state because of the long discussion and agitation of the subject. I made repeated reports, but with the minute-book before me I presume I might be able to turn to the date.

Q. Where was this discussion?—A. I made reports which were referred to committees. The matter was brought before the board of trustees.

Q. You reported upon your discovering these discrepancies?—A. Yes, sir; to the actuary.

Q. There was no action taken upon your recommendations until late in 1871?—A. It might have been in 1872.

Q. Did you immediately upon discovering the discrepancies in the accounts of the Washington branch report to the board of trustees, through the proper channel, the existence of the fact, and make any recommendation in relation thereto? If so, state what that recommendation was and through whom it was transmitted to the board of trustees.—A. I reported the facts to the actuary, and recommended a more thorough organization of the office.

Q. Who was the actuary to whom you communicated the facts in relation to the Washington branch?—A. Mr. D. L. Eaton, since deceased.

Q. Do I understand you to say that at a subsequent period you again called the attention of the board to the discrepancy in the accounts of the Washington branch, and recommended that it be discontinued and its business transferred to the principal office?—A. The discrepancy was too well known. But the business thereafter was not conducted satisfactorily to the management in the principal office, and it was for that reason that the change was made.

Q. I want it distinctly to appear in your evidence that you had more than twice called the attention of the trustees to these discrepancies before action was taken.—A. It would be hardly fair to the managers to say that. From the time the discrepancy was discovered the matter of the conduct of the affairs of the branch was under continual discussion, and no effectual remedy was reached until we did break up the organization of the branch, putting the work in charge of tellers responsible directly to the actuary, who was then succeeded by Mr. G. W. Stickney.

Q. When was this reform effected?—A. Under Col. G. W. Stickney. Colonel Eaton was never able to accomplish it.

Q. Are Mr. William J. Wilson and Thomas S. Boston still living?—A. Yes, sir; Mr. Wilson is in the Sixth Auditor's Office of the Treasury Department, and Mr. Boston is somewhere in the city.

Q. Did you know anything of the pecuniary responsibility of William J. Wilson and Thomas S. Boston while discharging their respective duties as officers of the Washington branch of the Freedman's Bank?—A. No, sir; I did not know anything of their pecuniary circumstances. I suppose they were dependent on their salaries.

Q. Did they give any bond for the faithful discharge of their duties?—A. I think they did. I have seen Mr. Boston's bond. I am not sure of Mr. Wilson's.

Q. State in what amounts, and with what security, and whether the same were, in your judgment, good for their face at the time of their execution.—A. I do not know about Mr. Wilson's bond; Mr. Boston gave a bond of \$5,000, I think, signed by Gen. O. O. Howard.

Q. Do you know of any proceeding instituted by the actuary or any officer or officers of the Freedman's Savings and Trust Company to recover from Wilson and Boston the deficiency appearing upon their accounts as managers of the Washington branch?—A. No, sir.

Q. Did you, as an inspector, require the cashiers of the several branches to balance daily the receipts and disbursements according to instructions? If so, were they complied with?—
A. Yes, these instructions were complied with, and later in the history of the bank, that is as soon as it was possible to organize the system, copies of the day's work followed it to the principal office.

Q. You instructed the cashiers and the cashiers complied with your instructions?—A. Yes, sir; the instructions were sent out from the principal office. I was to see that those instructions were carried out. They were, however, first sent out from the principal office by the actuary. In other words, the actuary was the medium of communication between the branches and the home office, for I was away often for months and of course could not keep up communications.

Q. If the instructions to the cashiers of the branches in regard to balancing their daily receipts and disbursements separately were faithfully carried out, how does it happen that there should have been any discrepancies in their accounts as shown by their books, and reported by the commissioners in their report to Congress, dated December 14, 1874?—A. The errors so discovered and reported arose before this system was inaugurated. They were old errors almost wholly, errors which came into the book-keeping before any general harmonious system of accounts had been adopted, as I stated in the case of the Washington branch, where the large error was the result of the early system.

Q. Do you mean to say that all the discrepancies which appear upon the books of the branches were the result of irregular, careless, or incompetent book-keepers, who kept the accounts prior to your inspection, and that since then they have all been regularly and well kept and properly balanced?—A. The principal errors, those of any special moment, arose in the early history of the branch, before any general and harmonious system of accounts had been adopted. Since the adoption of this system of daily reports, it was practically impossible that errors of any magnitude should creep in.

Q. When was the system of daily reports first adopted?—A. I am unable to state, sir, from memory. It was, I presume, not until 1872. A reference to the books will show. The book-keeper at the principal office was charged with these matters rather than myself. I simply helped to develop the system.

Q. Was there any rule or regulation requiring the cashiers of branches to balance and to report to the principal office the condition of their deposits and disbursing accounts prior to the date referred to in your last answer?—A. There was; but it was not adequate to prevent errors creeping in. There were not sufficient checks upon their own figures, and many of the men were quite inexperienced. Several branches, notably at Savannah, had never any errors. At Savannah the cashier settled his nine years' business with a difference of a very few dollars. He was a competent man. The same may be said of Charleston, except the first year, under the charge of a green book-keeper, when there was a deficiency of \$3,300, which they were obliged to carry to profit and loss.

Q. Did the officers and managers of the principal office ever institute any proceedings for a proper settlement and accounting by these incompetent officers, through whose neglect, or something else, the bank has sustained losses?—A. No, sir; not against those regarded as incompetent, simply. We had some defalcations. Proceedings were commenced against a manager at Beaufort.

By Mr. BRADFORD:

Q. Do you know anything not already stated by you tending to show fraud or irregularity or want of conformity to law or prudent commercial usage on the part of one or more of the officers or employés of the Freedman's Savings and Trust Company, acting themselves or through the agency of others? If so, state fully and circumstantially all you know on this subject.

Pending the answer to the question the committee adjourned, at 12 o'clock m., to meet again on Tuesday, at 10 o'clock a. m.

SELECT COMMITTEE ON THE FREEDMAN'S BANK,
Washington, January 25, 1876.

The committee met at 10½ o'clock a. m.—present, Messrs. Douglas, Riddle, Bradford, Farwell, Rainey, and Frost—when the testimony of Anson M. Sperry was continued.

The CHAIRMAN. Are you prepared now to answer the question asked by Mr. Bradford at the close of your examination on Saturday last?

The WITNESS. Yes.

The Chairman here reread to him the question.

The WITNESS. As to the cases of fraud of which I have knowledge, the first is that of the cashier of the Atlanta branch, Philip D. Cory, who was removed in February, 1873, and who confessed to a defalcation which was afterward proved to involve some \$8,000. He was arrested as a defaulter, and suit brought against his bondsmen. He had given a bond for \$6,000. He was arrested on information given by the bank, and was prosecuted in Fulton

County, Georgia, and was sentenced to four years in the penitentiary. The case was carried up and is not completed yet. In December, 1872, we discovered a serious discrepancy in the accounts of the Beaufort branch. An investigation showed that Nelson R. Scovel, the cashier, had been tampering with the accounts to an extent which we could not find out for a long time. He was removed and suit brought against him under his bond, to recover some \$10,000 of which he appeared short. No criminal suit was commenced in that case. At Mobile the cashier, C. A. Woodward, appropriated to his own use \$3,375, which he claimed as additional compensation due to him on account of his services rendered to the Freedmen's Bureau, independent of his salary as officer of the bank.

Q. What had the bank to do with payment for services to the Freedmen's Bureau?—A. That is what we wanted to know, and what we do not know yet. We have not got the money, though. He was removed immediately, and suit brought against him under his bond for \$10,000. This suit is still pending. At Newberne, N. C., I found the cashier, C. A. Nelson, to be short in his cash some \$1,250 and to have made on his own authority, loans involving some \$1,000 or \$1,500, which loans he was carrying as cash. He was removed; his accounts examined and suit brought against him under his bond, on which judgment has been obtained, the amount of which I am not aware of. At Wilmington, N. C., I found the cashier, Van D. Macumber, short in his account. I found him carrying an overdraft of between \$2,000 and \$3,000. He was removed, and his successor put in charge. He had carried the amount in overdrafts as a means of concealing his short cash. There was a fraud involving between \$2,000 and \$3,000. These figures in the commissioner's report, \$2,416, show the balance of his account, which we cannot get out of him. What the \$28,000 means, I do not now recall.

The CHAIRMAN. I know what it is exactly. It is money stolen, and not to be found. That is a very plain proposition.

The WITNESS. I understand what being "short" means. These were overdrafts allowing customers of the bank to overdraw their accounts.

The CHAIRMAN. I do not think that when a man allows his trust-funds to be overdrawn, he is a very correct business man.

The WITNESS. These overdrafts were not allowed by the company.

Q. Are there any other cases of fraud?—A. At Natchez, Miss., (I do not find any report on Natchez in that examiner's report,) the cashier, Fred Jordon, was, by a deputy of mine, found to be short in his cash some \$1,125, which he had covered up by charging his interest-account. He was removed, and an attempt was made to recover the money, but his bond was good for nothing. No criminal action was taken in his case. These are all the incidents involving actual frauds among the cashiers of the company that I am at present aware of.

By Mr. RIDDLE:

Q. Did you inspect the Nashville bank?—A. No, sir; it was inspected by a deputy, Mr. Hunt. He inspected it on two or three occasions. I never was there except to stop and see the cashier as I passed through. My assistant inspector found a difference of \$1,000 between the accounts and the statement. Mr. Cary, the cashier, always held that it was my assistant's mistake. Mr. Cary is a very honest, straight-forward man, and as careful an accountant as a man of his education can be. There are some differences in the ledger balances, but Mr. Cary is an honest man, if there is any man honest. Now, as to the want of conformity to law, or to the violation of prudent commercial usage, I confess that I hardly know what to say. There is no branch where loans were made, that I am aware of, where those principles were not violated more or less. At Jacksonville, Fla., where I cannot charge fraud, I am sure that I never knew a grosser or more ingenious violation of prudent commercial usage. But I mean by fraud, a case of a man stealing or sharing in the profits. There is a \$1,000 item at Jacksonville, which I cannot prove to be fraudulent, but which looks wonderfully like a steal, and is carefully covered into the books. This case illustrates the difficulty of bank inspection. It is the work of months to check off the accounts. In that case (where I suspect fraud, but am not able to prove it) the day's work had been extended, \$1,000 short. The thing was very simple, but very ingenious. For instance: from Tom, Dick, and Harry, say that \$3,300 had been received during the day, and extended on to the margin, which went into the cash-book, and then into the ledger; but, instead of extending it as \$3,300, it was extended \$2,300. That enabled \$1,000 cash to be disposed of and no questions asked; and it was impossible to discover it, except by going over the original footings, which involved a work of months. We struck it accidentally. In that case I always supposed fraud. The cashier was responsible under his bonds, but they were good for nothing. Then, again, loans in defiance of the authority of the principal office were made to wholly irresponsible parties. The cashier, W. L. Coan, was particularly reckless. The latest report from the commissioner's agent, Mr. Lockwood, is, that at Jacksonville the company will probably lose \$100,000 out of the \$150,000 or \$160,000 that was put out there. Coan was removed, and that was all that could be done; his bonds were good for nothing. At Beaufort, in addition to the frauds above mentioned, for which Mr. Scovel was prosecuted, he had made loans to a large extent—most of them without the knowledge of the principal office, and he had made false statements with reference thereto. The amount of the loans, I

think, was between \$135,000 and \$145,000, of which \$100,000 may safely be set down as lost. At Memphis the cashier, acting on his own responsibility, made loans involving some \$60,000. His doing so did not involve any fraud, for it does not appear that he was to profit personally by them; but it certainly cannot be called much in accordance with prudent commercial usage, nor do I think it was in conformity with law.

By the CHAIRMAN:

Q. Will there be any losses there?—A. It is difficult to say. I think there will be. The loans at Jacksonville have all something to show for them. They have never been charged to profit and loss, or to suspense account. The commissioners simply report what they find on the books; and they do not know what the loss is until it is made up.

By Mr. FARWELL:

Q. That will be shown when the assets are realized upon?—A. Precisely.

Q. You say that the loss will be \$100,000 at that point, but that there are assets for the whole amount?—A. Certainly. When I say that there is \$100,000 to be lost at Beaufort and Jacksonville each, I mean this, *that it is undoubtedly so*. At Vicksburgh, some \$11,000 or \$12,000 was loaned by the cashier, B. A. Lee. I am sorry to believe (because the poor man is dead) that there were reasons why he loaned the money. Most of these loans were made without the knowledge of the home office.

Q. As I understand, the branches had no authority to invest or loan funds of the bank?—A. They had not, with two exceptions which I will state. In regard to Vicksburgh, I should like to refer to this last report of the commissioners and to incorporate it in my statement to show the names of the parties to whom the loans were made to the amount of \$11,000. They will be found on pages 50 and 51 of the commissioners' report. These loans certainly did not exhibit either conformity to law or prudent commercial usage.

Q. What is their condition?—A. About as bad as can be.

Q. Do you regard them as total losses?—A. I would not say "total" because something may be realized from them. If enough is got to pay the lawyers, that is all that can be expected.

Q. Then it is a clear loss to the bank?—A. Yes, in my opinion, it is substantially a clear loss, because the parties to whom these loans were made are irresponsible. Mr. Lee himself made this admission to me.

Q. Do you know anything about the losses at Richmond?—A. There was not a cent lost there. Richmond is as straight as a string. No better man treads the earth than the cashier at Richmond. He was a trained accountant, and a man who had courage to remain poor and to do his duty. There is an admirable report from Richmond.

By Mr. RIDDLE:

Q. Is there a report from Nashville?—A. Yes; on page 64; and the comments are rather curious, too. At Lynchburgh I found the cashier short in his cash some \$900, if I remember correctly. He admitted that he had used the money, but pleaded poverty as his excuse. His name is F. W. Bronaugh. He had, further, made loans, mostly to his relatives, involving some hundreds of dollars more. I have not the figures before me. The branch had been already ordered closed, and no action was taken in his case. Recurring to this list of branches, I find that I have not mentioned the case at Lexington, Ky., which is wholly within the knowledge of the commissioners. It has come up lately. Mr. J. G. Hamilton, the former cashier at Lexington, was found to have taken funds to the amount of about \$5,000, concerning which the commissioners have all the facts. These, so far as I have been able to recollect within the last two days, involve all the cases where either fraud at the branches has been perpetrated, or where loans have been made violating prudent commercial usage.

Q. Have you spoken of all the branches?—A. I have spoken of all the branches where loans were made, with the exception of the branch at Montgomery, Ala., where the cashier, Mr. Edward Beecher, had made loans without the advice, and contrary to the wish, of the principal office of the company, and on which it was apparent there would be a heavy loss. But as the company desired to get rid of this branch, it was transferred to Colonel Beecher, who has since paid off all the depositors. He owes the company, in account, some \$13,000, which will doubtless be paid. But his primitive action was a plain violation of law and of prudent commercial usage. Colonel Beecher is entirely responsible. There is a good bond of \$60,000 behind it, and the commissioners are collecting on it. The depositors there have all been paid and the matter is settled. There is no loss to them.

Q. How could you pay the depositors there without all the depositors of the company being paid *pro rata*?—A. That was before the company closed. We got rid of that branch and got all the pass-books in. I have brought with me a statement made up by the book-keeper for the use of the commissioners, giving the excess or deficiency, on ledger balances; that is, showing the amount of profit and loss apparent at each branch. The statement is made up by the man who was the commissioners' book-keeper at the time. It is a statement, in short, of the condition of the company on 11th July, 1874, as to its branches.

Q. State the general result as exhibited by them.—A. The general result is, that the ledger balances in the branches appear to be in excess of the statements heretofore furnished the

company, in the sum of \$98,172 10, while other branches were deficient in the sum of \$1,607.02.

Q. Do you mean to say that the losses, as represented by those balances, were some \$98,000 more than they had been supposed to be?—A. Yes, sir.

Q. Give us the net balance.—A. In round numbers, the balance would be \$96,500.

Q. Which is a deficit, to be added to the commissioners' report?—A. No; to the ledger balances. The company had been reporting \$96,500 less than the ledgers of the company's branches appeared to call for, and showed that they were chargeable with that amount, on the presumption that the ledgers are correct. But, that the ledgers are not to be relied upon is shown by the fact that at Baltimore, where there appeared to be an excess of \$4,300, there have been since found, in the process of examining, credits to the branch in the sum of \$2,700. At Louisville, where the ledger seemed to be short \$62, if the proper corrections were made in the interest-account, there is really something in favor of the branch, perhaps \$500 or \$600. I bring this in, because on Saturday last the question was raised as to the amount of the excess. Now at Washington, for instance, here is forty-odd thousand dollars—

The CHAIRMAN. That you have not been able to account for.

The WITNESS. No; I never have been able to account for it. This matter at the different branches I have given you from my own personal knowledge; but I really know little or nothing as to what was done in Washington. I have the same opinion about the Seneca stone matter as you have, perhaps.

Q. I want to know whether you know of any instance at any of those branches, of any fraudulent, unlawful, or unfortunate transaction, not consistent with commercial law?—A. This is the sum of my testimony as to the branches.

Q. Do you know anything of this deficit or fraud of \$40,000 in the Washington branch?—A. That there is fraud in it I do not know. The thing simply cannot be explained. There have been so many blunders in the accounts; so many duplications of balances; so many wrong postings in the ledgers that the books are utterly and wholly unreliable. If that be fraud then it is fraud. When you find the book-keeping so bad that the debits and the credits are not always distinguished, and that, when the account is carried forward, the reference marks are left off, and so a number of duplications have crept in, what are you going to do about it? It may be fraud, and if the man was smarter, I should say it was fraud, but I think that he was too dull for fraud. Still, when you come to a plain statement, I am unable to explain it, and I do not know anybody who is able. I never have had any reason to believe that there was stealing in the Washington branch office. I am the only man, too, who has ever preferred charges against the officers of the branch, but it was in confidence.

Q. Though you were a Government bank-inspector, you never discovered anything wrong in the Washington branch amounting to criminality?—A. No, unless negligence, or rather incompetency is criminal. The records of the company would show that I tried to make a change in the officers and could not do it.

Q. Have you any further response to make to Mr. Bradford's question?—A. No, sir; unless I should be questioned on the loans and investments in Washington. I have distinctly stated that I have never had any personal connection with them. Most of what I know I have got, as to the material facts, from the investigations made since the bank closed. Washington was not in my department; that was the amount of it.

Q. Was there any relationship between Wilson, the cashier, and Boston, the teller or clerk, in the Washington branch?—A. Boston was the son-in-law of Wilson. It is but due to the officers of the company to say that we tried repeatedly to make changes there and could not. The race and color question prejudice interfered; but that is a matter which I do not want to touch upon; but it kept incompetent men in those places.

Q. When testifying in regard to some of the branches, you have spoken of dealings or the evidences of them, being confused and covered up. Do you know of any case occurring at the principal office here in Washington where there was an attempt to cover up the real nature of a previous transaction for the purpose of concealing it?—A. The Seneca Stone Company was undoubtedly such a case.

Q. Give us a history of the transaction.—A. I never knew anything about it until after the bank was closed. It was a concealed transaction.

Q. I see your name signed as witness to the transaction.—A. No, sir; my name is simply attesting the original papers; simply for the commissioners.

Q. I took it for granted that you knew something about the transaction.—A. Never, in the least. Those papers were merely copies of papers sent to my house, and were attested by me as true copies only.

Q. What state of facts do those papers disclose?—A. They disclose this, that a loan of \$50,000 was made to Hallet Kilbourn and John O. Evans, at a certain time, with certain collaterals attached, (which are described in the agreement,) and that a secret agreement was drawn up between the actuary, the finance committee, and these gentlemen; that, in case the note was not paid at maturity, the note and all the securities, except the bonds of the Maryland Mining and Manufacturing Company, should be surrendered to the makers of the note, and that the bonds in question (that is the Seneca Stone Company bonds) should be taken in full payment of the note.

Q. Was not that agreement, between Kilbourn & Evans on the one hand, and the officers of the bank on the other, (with a secret article stipulating that on certain contingencies Kilbourn & Evans were to have their note returned and all the other securities, except the Seneca Stone bonds,) an expedient to cover up a transaction between the actuary and the Seneca Stone Company, of a date prior to that agreement?—A. No; I think it was something better than that. It was an effort to pay an old loan by a new loan which was larger. In other words, there had been on the books of the company a previous loan for some \$35,000 to the parties representing the Seneca Stone Company. This loan was ordered paid, and so far as the books of the company show, it was paid.

Q. Ordered by whom?—A. By the board of trustees. Mr. Edgar Ketchum, of New York, who is an honest and faithful trustee, told me that he stuck to that until he got that loan paid.

Q. What loan?—A. The first loan to the Seneca Stone Company, \$35,000. You will find it in the minute-book ordered paid, and that it was paid, so far as the books showed. About that time a loan of \$50,000 was made to Kilbourn & Evans, the gentlemen referred to before. Among the collaterals was \$75,000 of the Seneca Stone bonds, but there were other collaterals to make it pecuniarily a good loan.

Q. What was the worth of the other collaterals, with the stipulation that all the collaterals, except the Seneca Stone bonds, should be surrendered?—A. There were enough other collaterals with the loan to make it a good one, besides the names of the parties. The note did not mature, say for a year. When it did mature, and was not paid, the then actuary demanded payment; and the parties stuck to him this secret agreement. He refused to give up the papers, and was threatened with suits, and there was some wrangling about it; and, finally, the note and the other papers were given up, and the Seneca Stone bonds retained.

By Mr. FARWELL:

Q. Who was the actuary who made this agreement?—A. Colonel Eaton. This thing did not come to light of course, because the agreement was in the nature of a secret agreement, till the maturity of the loan; when the actuary then in charge, Mr. Stickney, informed them that they had to pay the note or sacrifice their collaterals, and then they came forward with that secret agreement.

By the CHAIRMAN:

Q. Do I understand you to say that the return of the note of Kilbourn & Evans, and of the securities (other than the Seneca Stone bonds deposited by them) was not made till twelve months after the transaction?—A. It was not made until after the note matured, and until payment was demanded.

Q. Did you not say that that was twelve months afterward?—A. I think so. It was after the maturity of the note.

Q. That is what you mean to say?—A. It was not till the maturity of the note, whatever time that may have been, and until payment had been repeatedly demanded.

Q. And you think that that was twelve months after the date of the secret agreement?—A. Yes; I think so, or whatever may have been the term of the note. I say twelve months, because a year is the usual time.

Q. Do you now say that the transaction with Kilbourn & Evans had no relation whatever to the old transaction with the Seneca Stone Company, but that it was a new and good loan, as of the date when it was made?—A. So far as appearances went, it was; in other words, so far as the books of the company showed; and until the secret agreement was brought to light, there was no reason to suppose otherwise. In my opinion it was an attempt to foist the Seneca Stone bonds on the company.

Q. I read from the report of the commissioners of December 11, 1874, the following:

“Received, Washington, D. C., November 15, 1873, of the actuary of the Freedman's Savings and Trust Company, the within-mentioned securities with the exception of the \$75,000 bonds of the Maryland Freestone Manufacturing and Mining Company, with the understanding that our note for \$50,000 is to be returned to us on or before the 18th instant.

“HALLET KILBOURN.
“JOHN O. EVANS.”

Then—

“Received note as agreed upon.

“JNO. O. EVANS.”

That receipt is immediately below a paper purporting to be the secret agreement to which you have reference, and which is dated “Washington, D. C., December 30, 1873.” How do you account for the receipt of the securities and the note antedating the transaction to which it refers?—A. In the first place you will observe that I do not certify this copy.

The CHAIRMAN. I did not ask you whether you certified it or not.

The WITNESS. I would make the suggestion that 1873 is a misprint for 1872, and that accords with my recollection of the circumstance. I recollect the time at which these securi-

ties were surrendered, and the secret agreement must, of necessity, have been in existence long before that time.

Q. You say that the secret agreement and the arrangement with Hallet Kilbourn and John O. Evans had no reference to the loan previously made by the actuary of the Freedman's Savings and Trust Company to the Seneca Stone Company. How do you reconcile that statement with this report signed "G. W. Stickney," and attested "A. M. Sperry, agent," and which, after giving a detailed statement of the loans to the Seneca Stone Company, goes on to say that at that date, November 6, 1873, according to the books of this company, a transaction covering this whole matter was had with Messrs. Kilbourn & Evans, whereby their note was given for \$50,000, payable six months after date, secured as follows, to wit: [Then follow all the securities deposited by them, including the \$75,000 of Seneca Stone bonds.] I ask you, how do you reconcile one statement with the other? I asked you before, if this contract with Kilbourn & Evans, and the secret agreement entered into with them, was not designed to cover up and conceal a prior transaction with the Seneca Stone Company, and you said "no." Now I ask you how you reconcile this statement, attested by you and signed by Stickney, with that statement?—A. Did I say "no?" I say that there existed previous notes. That is not my statement.

Q. If this transaction with Kilbourn & Evans had no reference to the loan previously made, how do you reconcile the statement furnished to Mr. J. M. Langston by George W. Stickney, November 6, 1873, and embraced in the commissioners' report of December 14, 1874?—A. I do not know that I can reconcile it, or that I am obliged to reconcile the two statements. I now state to you that I had no knowledge of the transaction, and had no more to do with the loan-books of the company than you have to-day. What I have gathered of the matter, I have gathered because of my connection with the company, and on account of the deep interest that I have taken in it.

By Mr. BRADFORD:

Q. I understood you to say, a while ago, that the Seneca Stone loan was paid by the new Kilbourn & Evans loan.—A. That was my impression.

Q. And that the original loan was some \$35,000.—A. Something in that vicinity.

Q. And that the subsequent loan to Kilbourn & Evans was \$50,000?—A. Yes.

Q. With which money they paid the \$35,000?—A. That I have learned since. That was not my original information; but that has come out since. Let me state it again. I think I can put the matter before the committee very plainly. As I have always understood it, this loan of \$35,000, in various sums, was by the board, in good faith, ordered paid. I supposed that it was paid. I think that the books of the company show that it was paid. About the same time a loan of \$50,000 was made to Kilbourn & Evans. Among the collaterals were \$75,000 of Seneca Stone bonds. There was enough stuff put in to cover the loan and to make it appear to be a good one, so far as payment was concerned. But, afterward, a secret agreement turns up, and the real nature of the transaction is found out. It was the payment of the old loan by the new one, and a secret sale of the bonds of the Seneca Stone Company to the Freedman's Bank.

By Mr. RIDDLE:

Q. What are these bonds worth?—A. They are not worth anything, and never were.

By Mr. FARWELL:

Q. Was that secret agreement made by the actuary or by the finance committee?—A. It was made by the finance committee; three members of the finance committee were a quorum, and the agreement has three names on it. It was signed by Clephane, Tuttle, and Huntington.

The further examination of this witness was suspended till Thursday next.

WASHINGTON, D. C., January 25, 1876.

WILLIAM KILGOUR was then called, sworn, and examined.

By the CHAIRMAN:

Question. State your profession.—Answer. I am a member of the bar, residing in Alexandria, Va.

Q. Have your professional engagements at any time led you to examine the management of the Washington branch of the Freedman's Savings and Trust Company? If so, state anything you may know touching the manner in which the losses to the depositors in that bank occurred.—A. I practice law also in the city of Washington, and have an office here. I have had, as a client for the last two or three years, a colored man named John Watkins, a very hard-working, industrious man. I have been attending to his business during that period. About three weeks ago he came and, for the first time, informed me that his money had been drawn out of the Freedman's Bank on fraudulent checks, and that it had been drawn out by T. S. Boston, who was the receiving-teller of the bank. Watkins is a very

ordinary man, with very little education, and not at all accustomed to transact business. I asked him for the checks and also for his pass-book, neither of which he had. He informed me that Mr. Boston retained the pass-book, although he had repeatedly called upon him for it, and that he had even gone so far as to send a detective officer before the bank closed. I then, at his request, went to the bank and called for a settlement. I called for the original pass-book and also for the checks. I examined those checks which I have with me, (producing them,) and I found that T. S. Boston had forged them to the amount of between ten and eleven hundred dollars. I proceeded at once to see Mr. Boston in relation to the checks, and he admitted that he had drawn the money. I asked him by what authority, and he said that he was the agent of Watkins. I then requested his letters of agency. He told me that he had none; that it was a kind of implied agency. I then asked what he had done with the money. He told me that he had invested it in various ways. I asked him if he had made any return of it, and he said that he had not. He said he had converted the most of it to his own private use. I asked him who was the cashier of the bank, and he told me that Mr. William J. Wilson was, and that Mr. Wilson was his father-in-law. Watkins had gone up to the bank just before it closed and wanted to draw out the money, but Wilson, the cashier, told him not to think of such a thing, and alluded to the Treasury of the United States, and said there was just as much likelihood of the Treasury breaking as there was of the Freedman's Trust Company breaking. At that time, as these checks will show, there was but 40 cents in the bank to the credit of Watkins. Boston said that he had invested this money in some publishing company—the *National Era*, I think—and in various other things. I called for the stock, but he could not present it, and he finally broke down, and just acknowledged that he had drawn the money without any authority, and that his father-in-law, the cashier, had paid it over. I then went to Wilson, and told him that, as a good citizen, it was my duty to have Boston arrested, but that this client of mine, John Watkins, was a poor man, paying \$15 a month rent, and that almost anything paid to him on account would do him more good than to have Boston sent to the penitentiary; that, therefore, it was not exactly within my control, but that if he would pay Watkins some two or three hundred dollars and secure the balance I would have nothing more to do with the matter. I should state that some \$250 was a legitimate loan made by Watkins to Boston, for which Boston had executed notes and Wilson had indorsed them. That was a legitimate transaction, and Boston has since paid the interest accruing on those notes. Here (producing a number of checks) is a check on which he loaned to Mr. Bregazzi \$400. And here are five notes for \$100 each, forged by Boston and drawn on the 14th June, 1874, a few days before the bank closed. Mr. Wilson, however, denies that the indorsement on these notes is his handwriting. This man Boston says that Wilson received a good deal of satisfaction from them, as they were living together and were living extravagantly in a fine house.

Q. A brown-stone house?—A. It was a very handsome building, but it has been sold since then, and Wilson and Boston have separated. Boston was the receiving-teller of the bank. My client, Watkins, went there with perfect confidence in those people, not supposing that anything wrong had been done. Mr. Bregazzi learned that Watkins had several hundred dollars in the bank, and he borrowed \$400 from him. Here is the check for it. Watkins took a deed of trust for the amount, which has been since paid by Bregazzi. This man Boston then went down to him, and asked him if he could not borrow \$250 from him, saying that he had bought a house and wanted to complete the payment on it, and that he would pay him in a short time. Watkins went to the bank and made his mark on the check, and Boston witnessed it, and drew the \$250. The rest of the checks are signed "John Watkins, attested by Thomas Boston," but when I went to see him he told me that he had drawn all this money as T. S. Boston, agent, and that the \$500, which he drew in five separate checks, a few days before the bank closed, he had deposited in the Metropolitan Bank to his credit as agent of John Watkins. I went there and found there was no such entry.

Q. Where is this Boston now?—A. In Washington.

Q. Is there any reason why he should not be arrested?—A. That I leave to the commissioners to have done. He will be arrested. My object was, after I leave here to-day, to demand full payment of the money from the Commissioners on the legal ground that these forged checks were no payment at all, and that, at the time Watkins demanded his money, there was no money to his credit while it should all have been there; therefore we are not going to take the 20 per cent. dividend, but we will demand the whole amount.

Q. Are you in possession of any further facts that would illustrate the subject of our inquiry?—A. No, sir; I think it would be well for the committee to hear Watkins's statement, and also to hear Wilson, who is in room No. 20, Sixth Auditor's Office. Watkins lives at Bregazzi's hotel in the city. Bregazzi borrowed \$400 from him, and gave him a deed of trust which has been settled up and paid. When he went up to draw the \$400 for Bregazzi, he made Boston witness his mark. Boston saw that he was loaning this money out, and thought he would call on him for \$250, which he did. The balance of the money Boston drew forged checks for; most of it was done in 1874.

SELECT COMMITTEE ON THE FREEDMAN'S BANK.

Washington, January 27, 1876.

Committee met at 10 o'clock a. m. Present Messrs. Douglas, Bradford, Riddle, Stenger, Frost, and Rainey.

The examination of Anson M. Sperry continued.

ANSON M. SPERRY recalled.

By Mr. BRADFORD:

Question. How many bonded officers or employes of the Freedman's Bank and of its branches were there; who were they, what was the amount of their respective bonds, which of said bonds were worth their penalties respectively, and which were not?—Answer. The first part of that question will be answered by counting when we get through. I have not counted them.

Q. Who were they?—A. At the principal office in Washington, John W. Alvord was the president; his bond is dated 27th July, 1872, and is in the sum of \$50,000. His sureties are James R. Alvord and Charles Alvord.

Q. What relation are they to the principal?—A. I think they are brothers; that is my recollection, although it may be an error. I have no reason to doubt that this bond is good. I find no bond for the late president, Fred. Douglass. He accepted the position and acted till the closing of the bank in July. The book-keeper at the principal office was Emory A. Wheeler. His bond is dated 11th September, 1873, and is in the sum of \$6,000. His sureties are George A. Bassett and G. P. Hopkins. I do not know those sureties. These are all the bonds I find at the principal office of the company.

By the CHAIRMAN:

Q. Was not the actuary bonded?—A. The old actuary, Eaton, I feel quite certain, was bonded, though I do not find his bond. In conversation with Mr. Leipold about it yesterday, he said that it was his recollection that the late actuary, Stickney, told him that Eaton's bond had been returned. It is certainly not in the office. Mr. Leipold is one of the commissioners. The actuary, G. W. Stickney, was not bonded at the time the bank closed. The first inspector, Mr. Sam. Harris, was not bonded. I had no bonds as an inspector. As a cashier I did give a bond. It is fair, however, to the board of trustees, that I should add that I was, late in 1874, directed to give a bond, but owing to the complications under which the bank was then running I gave none. The end was so apparent that I did not think it worth while. Those are all the bonds that are at the parent office. At the Washington branch office I found the bond of William J. Wilson, as cashier of the branch, for \$10,000, dated 18th October, 1870. The sureties are David Fisher and John A. Gray. I have doubts as to the responsibility of the sureties; I do not know positively about it. I find the bond of Thomas S. Boston as assistant cashier of the Washington branch. It is dated 8th October, 1870, and is in the sum of \$2,500. The sureties are A. T. Augusta and Walker Lewis. I believe the sureties to be good. I find the bond of Christian A. Fleetwood, teller; it is dated 2d August, 1873, and is in the sum of \$10,000. The sureties are Fred. A. Boswell, Wm. E. Masters, George William Goodall, W. J. Murtagh, and R. W. Tompkins. The sureties are good, I think. That is all the bonds that I find for the Washington branch. At Atlanta, where the defalcation occurred, of which I spoke in my last testimony—

The CHAIRMAN. Was that one of the banks authorized to grant loans?

The WITNESS. No, sir; this is a clean steal, not an error of judgment. It is the case where the cashier was convicted of embezzlement. There we have the bond of P. and D. Corey in the sum of \$6,000. Corey as principal, E. A. Ware as surety in the sum of \$2,000, and C. W. Frances as surety in the sum of \$1,000. The bond is dated February 14, 1870. There is another bond in the sum of \$3,000, Corey as principal and Thomas Seabury as surety, of which I have not the date. Both of those bonds are in the hands of the counsel of the bank for prosecution.

The CHAIRMAN. Is Lexington the point where this pious young man, this missionary from Oberlin, acted as cashier?

The WITNESS. Yes; that is a good description, I think. His name is Hamilton; he graduated, and became an Indian agent. It is a singular coincidence that the man who robbed us at Atlanta begged off that he might accept an Indian agency, whereby he could pay us the sooner, and that Mr. Hamilton went off from the bank and took an Indian agency. He is an Indian agent now. The bond of N. R. Scovel, cashier at Beaufort, is for \$10,000, and the surety is Samuel Harris. Judgment on this bond has been obtained in a sum exceeding \$10,000, but I have no idea that we shall recover anything. While Mr. Harris may be responsible, I believe that he sets up a legal and technical defense. Mr. J. G. Hamilton at Lexington, Ky., who has been referred to as short in his accounts, (that is a euphemism for stealing,) gave bond in the sum of \$5,000, with E. M. Crevath as surety. This bond, I think, is in the hands of the commissioners. I think the surety is good. As to the deficit referred to at Lexington, the entries on the books were so successfully managed as to have defied detection by any ordinary inspection. It would only have been by good fortune, in striking the particular pass-books, that any differences would have been discovered. To

illustrate: the ledger showed that we owed a man \$200, but when we got hold of his pass-book, we found that we owed him \$1,600. Hamilton picked his men, the men who would not come near the bank for a year perhaps. The man at Atlanta did better than that, for he ran duplicate pass-books. I should be very loath to reflect upon the clergy, and certainly not upon religion, but I must say that Mr. Corey, at Atlanta, was also a Congregational minister. I mentioned in my last statement the defalcations of Fred. Jordan, the cashier at Natchez. He gave bond in the sum of \$10,000; the bond is dated the 7th of April, 1873. The sureties are E. A. Castello, in the sum of \$2,000; S. M. Preston, in the sum of \$2,000; George W. Raymond, in the sum of \$3,000; and H. M. Gastrell, in the sum of \$3,000. While the sureties are good, I doubt if the bond can be enforced because of informality. I think that the minutes of the board would show that these bonds were accepted, but I do not think they were ever examined. At Mobile, Mr. C. A. Woodward, to whose default I made reference in my last statement, gave a bond in the sum of \$10,000. The sureties are F. A. Bromberg and E. A. Buck. This bond is in the hands of counsel at Mobile, and is in suit. I do not know whether anything will be realized under it or not; it ought to be good. The cashier at Wilmington, N. C., Van D. Macomber, to whose deficiency in accounts I referred in my last statement, gave a bond in the sum of \$5,000 as acting cashier, under date of 25th July, 1871. His sureties are E. R. Brink and William Larkins. While the sureties are good, the bond is informal, and I am credibly informed that it cannot be enforced. That is the reason why it was never sued on. At Jacksonville, Fla., where the bad loans referred to in my testimony the other day were made, the only bond I find is that of J. W. Swayne, as cashier. It is dated 17th November, 1873. The sureties are J. H. Crowell, J. J. Holland, John Swayne, and Jacob Brock. I believe the bond to be good, but no charges have ever been preferred against Mr. Swayne, who succeeded the cashier that was responsible for the bad notes. He was simply the successor of the man who is responsible.

Q. What about his bond?—A. I find no bond for W. L. Coan, the cashier, who was the real man responsible for that rascality there, but I have seen a copy of one for \$5,000. To the best of my knowledge and belief, if the bond could be found, it would be worthless. He was the fellow who pulled the chestnuts out for the ring; he was a tool, and very weak man. He was not a thief, but he was worse than a thief, because he let others use him. I do not think he ever made a cent himself.

By the CHAIRMAN:

Q. Do you know who composed the ring?—A. No; it is difficult to say; but not so difficult either. It would be difficult to prove it, I suppose, in court. The assistant cashier, Frank E. Little, was undoubtedly the really responsible man for those robberies. He was then assistant cashier. The fact of who composed the ring might be gathered from the men whose names are on the list of loans made there.

Q. Will not that really apply to the branch office at Washington, too?—A. I should not wonder. I cannot find the bond of N. D. Smith, the cashier at Memphis, who made the loans as shown by the commissioners' report, to which I referred in my testimony the day before yesterday. I am perfectly confident, however, that there was one; the bond is missing. No special charges have ever been preferred against Mr. Smith, except for gross negligence in making loans and for lack of discretion.

By Mr. BRADFORD:

Q. Do you know anything of the sufficiency of his bond?—A. No, sir; the bond was signed by parties in Cincinnati. It went back and forth three or four times for correction. I remember that distinctly, because Mr. Smith succeeded me as cashier there, and I know that there was delay in my getting away while he was perfecting his bond. I searched for it repeatedly, under the orders of the commissioners, in order to furnish it to the counsel, but I could not find it. I have the bond of Edwin Beecher, the cashier of the branch at Montgomery, Ala., to whom we sold out that branch in February, 1874, under a contract which is now in the hands of the commissioners. This bond is for \$20,000; it is dated 17th March, 1873; the surety is C. A. Beecher. I believe it to be perfectly good. In addition to which, covering the amount which Mr. Beecher owes the company, is a bond for \$60,000 now in the hands of the commissioners.

Q. How is that secured?—A. By the same surety, C. A. Beecher. I have taken considerable pains to inform myself, and I am convinced that the bond is a good one. The bond of C. Nelson, the cashier at Newberne, N. C., to whose default I referred the other day, is in the sum of \$10,000, and is dated July 14, 1873. The sureties are Israel P. Nelson, D. W. Kilbourne, Orlando Hobbs, and Ami R. Dennison. The judgment referred to by me was obtained on this bond, but I fear we shall have difficulty in realizing anything under it. Here is a mass of other bonds covering all the branches, and at which there was no particularly serious default or loss.

By Mr. FROST:

Q. How did you get possession of those papers?—A. I got them from the commissioners this morning.

Mr. BRADFORD. We do not, on reflection, desire you to give the bonds at the other branches where there were no serious defaults.

The WITNESS. I had nothing to do with the bonds of the company until June, 1873, when the president, J. W. Alvord, called me into conference with him as to a revision of them.

By Mr. BRADFORD:

Q. Do you see any indorsement of approval on any of the bonds to which you have referred in your previous answers?—A. No, sir; there are none on the bonds, and I cannot say whether they were formally approved or not; the minutes of the board can alone determine that fact. I was stating that I had no knowledge of these bonds before June, 1873, when, in conference with President Alvord, he wished me, in making my next rounds, to see to a revision of the bonds. At such points as I was able to reach after that, I did endeavor to get from the cashiers a renewal of their bonds, and you will find that numbers of those bonds herewith are drawn by myself.

Q. Of what officers was it the duty originally to approve of these bonds?—A. Referring to the by-laws of the company, I find in section 6, under the head of "powers and duties of officers," "The actuary and all other officers, agents, clerks, or servants of the company shall perform such duties as may be required of them respectively from time to time by the board of trustees or the president or acting president, and shall give such security for the faithful performance of their duties as the board or the finance committee may from time to time require." By implication, then, it would be the duty of the board or of the finance committee to approve of these bonds, and I think that so far as there has been any custom, that has been the custom of the company.

By the CHAIRMAN:

Q. Theoretically, were not the bonds submitted to the actuary?—A. Theoretically they were; practically, they were sometimes and sometimes not.

Q. Theoretically these bonds ought to have passed from the hands of the actuary into the hands of the finance committee?—A. Yes.

Q. And then, if necessary, into the hands of the board of trustees?—A. Yes.

Q. Whether they did or did not so pass, you are not able to say?—A. Whether they did so pass in all cases or not, I am not able to say. I may add, at that time, June, 1873, all old or doubtful bonds were to be renewed, and in most cases the amount of the bonds must be increased, as I find by the minutes which I made at the time.

By Mr. RIDDLE:

Q. In all cases where you considered the bonds doubtful, they were renewed?—A. Yes.

Q. Were they all renewed?—A. No, sir. On my next round I tried, as far as practicable, at the points I reached, to have them renewed, but in November we were in the midst of the panic, and after that we were in the life and death struggle.

Q. Were there any cases in which you requested renewals, where the parties refused to make them?—A. No, sir.

By Mr. RAINEY:

Q. In exacting a new bond from these respective cashiers, what method did you adopt to find out whether or not the sureties were solvent?—A. So far as I was concerned, from personal knowledge, or from the personal knowledge of some person in whom I had confidence. There was no other method which could be adopted, because these men had necessarily to go to their friends, scattered all over the country.

Q. Suppose you went to a strange place, did you require bondsmen to verify?—A. O, yes; they all qualified before the proper officers.

Q. Then these bonds ought to be good for something, ought they not?—A. They ought to be.

By Mr. FROST:

Q. Are they not, most of them, good for something?—A. I do not know whether most of them are, but many of them are. Many of the recent bonds I think are good. In those cases I have just given the names of all the persons to whom this committee will ever have to pay its respects, and I have made such statements concerning these bonds as I was able to make.

By Mr. RAINEY:

Q. Had the board any especial rule by which it could find out the solvency of parties?—A. No, sir; there was no special method; in fact, the board had very little to do with the bonds. I think that every case was taken on its merits, and I have no doubt that in getting a bond the board endeavored to get a good one; there was no reason why it should not.

By the CHAIRMAN:

Q. Was it not the duty of the examining board, at stated periods, to look into the condition of the securities, and to report thereon to the trustees?—A. Yes; but that does not seem to have applied to the bonds of officers.

Q. What was the examining board for?—A. To examine the securities held by the com-

pany, and I think that that was carried out literally. Indeed, I know that no formal and regular inquiry into the bonds held by the company from its officers was made until June, 1873. After we had had two or three serious defalcations, it began to look as if it was necessary that the bonds of the cashiers, as well as their character, should be looked into. My notes here show that in 1873 I did, in conjunction with the president, and at his request, go over the list of bonds, revised them, and took note as to what should be done in each case.

By Mr. RAINEY:

Q. You were sent out as an inspector of these branches?—A. Yes.

Q. You were requested to see that good bonds were taken?—A. No, I was not, until after June, 1873. It was then made a part of my duty; but not until then had either my attention or the attention of anybody else been called especially to the bonds. Whenever I had occasion to select a new cashier, I made it part of my business to see that he had good bonds.

Q. You had been appointed for the purpose of seeing that these bonds were good; I cannot understand how it is that you cannot say now whether they are good or not, and that you cannot state the method by which you come to that conclusion.—A. I must explain that this was only incident to my principal duties, that I was to inquire into the standing of the sureties, and where the bond was too old, in any sense, to have it renewed. This was the first time that any systematic effort was made to revise those bonds or to see to their character. In going to any branch, of course I had to depend on what information I could get as to the character of the sureties, and also as to the character of the sureties offering on the new bond. And that, in fact, was what we did. I rejected the bond of the cashier at Augusta, for the reason that I knew that the sureties were not good.

Q. And yet you are not prepared to say whether these bonds that you have certified to are good or not now?—A. I have made such statement with regard to each individual as I was able to make.

By the CHAIRMAN:

Q. Have you any record of your reports, as inspector, made to the officers of the bank before and after its close; and have you any book of record containing your correspondence with the different agencies of the main office?—A. The reports made to the actuary are in manuscript, and are on the files in the bank. I sometimes carried a letter-press-copying book, and sometimes did not, (traveling very light,) but my correspondence is all on file in the principal office, and can be had. I have no other records.

[The chairman directed the witness to produce those papers on his next appearance before the committee.]

The WITNESS. I omitted, in my testimony the day before yesterday, (forgetting it at the time,) to state that the branches at Beaufort and Jacksonville were authorized to make loans. Those were the only two branches that were so authorized, and it was under that general commission that these bad debts were foisted on the company. If any loans were made at other branches, it was in contravention of the standing orders of the board. Those branches at Beaufort and Jacksonville were to do anything that was necessary to meet the requirements of the communities in which they were placed, there being no other responsible banks there.

By Mr. BRADFORD:

Q. Is there any evidence that has come to your knowledge as to where and to whom these bonds were delivered?—A. No, sir; I do not know.

Q. A bond is not a bond until it is delivered.—A. I am aware. The bonds are on file at the principal office. That is all I know about the subject. Perhaps it was as proper for me to bring this matter to your attention as anybody else, because I had been over those bonds in conjunction with the president.

By the CHAIRMAN:

Q. Do you know anything in relation to the personal responsibility of J. W. Alvord and his sureties?—A. No, sir; I do not. I have no positive knowledge. It is my impression that they are responsible. I simply know by the style in which Mr. Alvord lives. He lives in comfortable style.

By Mr. STENGER:

Q. Is he responsible for the full amount of his bond?—A. I should say so, but that is only an impression, of course.

By the CHAIRMAN:

Q. What relations do you now bear to the bank and the commissioners, if any?—A. Simply as an employé; my appointment is as an agent of the commissioners.

Q. You have been, then, in some capacity or other, connected with the bank and its branches for how long?—A. For ten years—since the bank went practically into operation.

Q. State whether, in relation to salaries, allowances, and expense of administration in various ways, the results of your labors, as inspector or otherwise, show the management of the bank to have been economical or the reverse.—A. As a general statement, the man-

agement was economical. There are important exceptions. The thing which practically helped to kill the bank was the erection of its banking-house in Washington, which was a piece of illegal and unjustifiable extravagance.

By Mr. RIDDLE :

Q. How much did it cost?—A. Not any more than it is worth, but more than the bank could afford; some \$260,000, I believe. I have never failed to characterize it in proper language.

By the CHAIRMAN :

Q. What was that language?—A. That it was an illegal and unjustifiable extravagance. In other words, I damned it from its foundation-stone up. I have nothing to say of the motives of the men who built it. I date from that the decadence of the bank. The outlay in the way of books and some current expenses was greater than it ought to have been. I have always regarded the office of the president (and I state this with the utmost reluctance) as a sinecure.

Q. What salary did he get?—A. He was paid at first \$1,000 a year. In 1872, or thereabouts, he was required to give his whole time and services to the company, and he was paid a salary of \$4,000, with an allowance of \$1,000 for expenses if they were actually incurred.

By Mr. FROST :

Q. How long did he have that salary?—A. Afterward both the salary of the president and of the actuary was reduced \$500.

Q. You say that from 1865 to 1872 the president's salary was \$1,000?—A. Yes.

Q. And from 1872 it was \$4,000, with \$1,000 additional, if necessary, for contingent expenses. How long did that continue?—A. Until some time in 1873. The minutes will show the dates.

Q. Probably a year and a half or two years?—A. Something like a year or a year and a half. Then there was a reduction of \$500.

Q. Then it would have been \$3,500 from 1873 up to what time?—A. It seems to me until the spring of 1874, when the subject of retrenchment was under discussion between the actuary and myself. I pledged a reduction of \$10,000 in the contingent expenses on certain conditions, and I threw off \$500 from my own salary, and the actuary and the president did the same. Exactly what date that was I cannot say.

Q. Who was next officer in order after the president?—A. The actuary.

Q. Who was he?—A. At first, when the bank came to Washington, (it had been running first in New York,) it was Col. D. L. Eaton. My impression is that his salary at first was \$3,000.

Q. That would be from 1867 up to what date?—A. I cannot tell up to what date. It was first \$3,000, and was subsequently raised to \$4,500; then the reduction of which I have spoken brought it down to \$4,000, at which it remained.

Q. How long did he continue actuary?—A. Colonel Eaton died, but his successor had the same salary.

Q. Who was next officer of the bank, of importance?—A. At that time, myself.

Q. What was your office styled?—A. At first it was styled "general inspector," but I could not stand the "general."

Q. You were there at the formation of the bank in 1867?—A. No, sir; I was appointed in 1870 as inspector.

Q. Can you tell us how much the inspector had in 1865?—A. Yes; my predecessor had \$2,000 a year and expenses.

Q. What kind of expenses?—A. Traveling expenses, hotel-bills, and the like. I expect that they were good for \$2,000 more.

Q. Then the inspector had \$2,000 a year and expenses from 1865 to 1870?—A. Yes.

Q. In 1870 you took the inspectorship; what salary did you get?—A. I ought to state that my salary had been \$1,500, and that I paid my own expenses. I was entitled to my traveling expenses and board, but I did not take it, and I came out at the end of three years with a broken constitution and \$400 behind. When I took the inspectorship I got \$2,500, and paid my own expenses excepting my actual railroad fares.

Q. That was from 1870 up to what date?—A. My salary was afterward reduced to \$2,000, but I cannot now give you the date.

By the CHAIRMAN :

Q. I understand you that the inspectors of the bank, before you were appointed general inspector, received how much?—A. Two thousand dollars and traveling expenses, including board.

Q. You were appointed general inspector in what year?—A. In 1870. Then I had a salary of \$2,500, and I paid my own expenses, except actual transportation. My hotel bills, &c., I paid myself.

Q. Was the increase spoken of that of which a minute was made in the proceedings of the board of January 11, 1872, to this effect: "The salary of A. M. Sperry increased to \$2,500?"

—A. That was the time I made a big fight for my pay. I had been traveling for \$2,000 a year, paying my own board and hotel bills, and I could not stand it, as my incidental expenses were necessarily high.

By Mr. FROST:

Q. Who was the cashier here; didn't you have a man here who stood in the position of cashier?—A. There was a cashier at the branch office, but none in the principal office. The person who occupied such a position in the principal office was styled the actuary.

Q. What was the name of the last actuary?—A. G. W. Stickney.

By the CHAIRMAN:

Q. I understood you to say that, prior to January 11, 1872, when your salary was raised to \$2,500, you had been traveling as agent of the company on a salary of \$2,000, and paying your own expenses?—A. Yes; except my actual railroad-fares.

Q. What does the entry mean on the minutes of the board of November 11, 1870, "Salary of Mr. Sperry increased to \$1,800?"—A. My old salary as cashier when I came up from Memphis was \$1,500. My salary after I came up here was raised to \$1,800. It seems I had forgotten whether it was \$1,800 or \$2,000, but I think still, in spite of the minutes, that I got \$2,000. I guess you will find that it was afterward raised to \$2,000.

Q. Can you state with any approximation to accuracy what the annual charges, direct and incidental, of the administration of the Freedman's Bank amounted to?—A. For the last year I think the salaries amounted to \$89,000; in round numbers, \$90,000. That was for the principal offices, branches, and all. That included some \$5,000 for the whole cost of inspection, details of traveling expenses, &c.; in addition to which the expense-account was some \$65,000 more, for office-rent, stationery, and all the incidental expenses.

Q. Aggregating how much?—A. Making about \$155,000, as near as I can recollect.

By Mr. FROST:

Q. What salary did the tellers have?—A. One hundred dollars a month.

Q. What were the names of the tellers?—A. The tellers at the Washington branch were Boston and Fleetwood.

Q. And each of them had \$100 a month?—A. Yes; there was, besides, a book-keeper at the same pay; but you will understand that the salaries of cashiers varied at the various branches of the company. I made out a table of salaries for the commissioners when they came in.

By the CHAIRMAN:

Q. Did the salary of \$4,500, paid to the actuary, cover all the charges of that officer against the bank?—A. O, yes; whatever his salary was it covered all his claims upon the company. It varied from \$4,500 at different times; there were no perquisites.

Q. Please explain, then, this entry made on the minutes of the board January 21, 1869: "Expenses of actuary from May, 1867, to December 31, 1868, \$6,713.08."—A. I do not know anything about it: I never saw that item before.

Q. You know nothing about it, and cannot explain it?—A. Not the slightest, except that I conjecture that it must refer to the current expenses of the company. I see it now for the first time.

Q. Was there not a paper established by the order of the board and run in the interests of the bank by the actuary?—A. Yes.

Q. And was not that paper in existence during the years 1867-'68?—A. I think it was not. It could not have been started earlier than 1868. I think it ran about three years, and was then discontinued in the beginning of 1871. It might have been in existence in 1868, 1869, and 1870. That paper did not cost more than \$1,800 or \$2,000 a year. It was established in the view of advertising, as it was thought cheaper for the bank to advertise itself than to pay newspapers, although it did pay heavily to newspapers.

Q. You say that that paper was run at an annual expense of \$1,800 or \$2,000?—A. Yes.

Q. What was its name?—A. It was a little paper entitled "The National Savings Bank."

Q. Can you point to any authority for the establishment of such a paper?—A. There is authority in the minutes of the board.

Q. I mean any authority under the charter of the bank.—A. No, sir; it was done by the action of the board. (After examining the minutes of the board of 21st January, 1869, in regard to the item of \$6,713.08.) It appears, by reference to the original record, that this sum of \$6,713.08 was approved by the board on account of current expenses from May 2, 1867, to December 31, 1868. That refers to the current expenses of the office.

Q. Was it usual for the actuary to allow so much time, as between May, 1867, and December, 1868, to elapse before reporting to the board his account of current expenses?—A. I didn't know that current expenses were ever reported to the board. There was a resolution adopted that neither the actuary nor the finance committee could incur bills greater than \$1,000, in any one item, without the direct approval of the board. I am not aware, in other words, that the current expenses had to be audited by the board. (The witness was directed to find out, before the next meeting, all about the item of \$6,713 08.)

Q. State in a general way all the causes, proximate or remote, which appear to have been the most prominent in bringing about the failure of the bank, as far as you have been able to form an opinion from such examination as you have given to its affairs.—A. Had there been scrupulous conformity to law in every particular, and carefulness in selecting investments, such as men fully conscious of the sacred nature of their trusts ought to have exercised, I do not think the company would have failed, for the reason that its franchises were most valuable. It had, as it were, *carte blanche* in reaching four millions of persons who were prudent, industrious, and ever-increasing economical depositors, so that whatever the expenses might have been in originating the company, its increase in depositors would have been in greater ratio than its expenses, and ought, before the time the company failed, to have brought it into a condition of solvency, even supposing that the current rate of expenses actually incurred had been kept up. I regard the first fatal departure from sound policy to have been the erection of the banking-house in Washington. For whatever may be said of the amendment of the charter, judicious investments in real estates are as good securities as such a savings-bank need to have in part. There got to be around the principal office of the company an unwholesome savor of connection with what is popularly known as the Washington "ring," of the existence of which ring I have no knowledge. At any rate, the management was first opened to criticism by the politicians. In addition to that, there were violent and unjustifiable partisan attacks on the bank. The immediate causes of the failure of the institution were undoubtedly the panic of 1873, and the ostensible, though not the real, connection of the bank with the house of Jay Cooke & Co. This led to such a reduction of the balances held by depositors that, even if nothing further had transpired, the institution would have been closed by its expense-account.

Q. Was the unwholesome savor which hung around the skirts of the bank a cause of the partisan attacks upon it of which you have spoken, or were the attacks the result of the knowledge that such savor existed?—A. It was the immediate cause. I believe that had the bank been as immaculate as it ought to have been, it would have suffered these same attacks.

The CHAIRMAN. That is a mere assumption.

The WITNESS. Then I will say that had the bank been as immaculate as it ought to have been, and had suffered these same attacks, it could have resisted them without loss. I could have gone to our depositors, and simply said, "These things are not so," and I would have been believed.

Mr. RIDDLE. But you could not say that.

The WITNESS. No, sir; I had to make so much of a clean breast of it that I spoiled all that I said. I have been waiting two years, Mr. Chairman, to say this. I can prove to you that for two years I have been working to get a congressional investigation.

By the CHAIRMAN :

Q. Referring again to the attacks on the bank, are you apprised of any instance in which the actuary consulted counsel as to the propriety of instituting proceedings for libel against the persons making those attacks?—A. No, sir.

Q. And that, after free consultations with his counsel, he concluded it most prudent to abandon the idea?—A. No, sir; I am not.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, January 29, 1876.

Committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Stenger, Riddle, Hooker, and Rainey.

Anson M. Sperry recalled, and his examination concluded.

The WITNESS. I have refreshed my memory since I was last before the committee, and recollect another defalcation at Mobile branch early in the history of that branch. It was during the temporary absence of the cashier. I had entirely forgotten it.

By the CHAIRMAN :

Question. Give us the name of whoever is responsible for it.—A. I have here a transcript of the record in the suit of the Freedman's Savings and Trust Company against Frank H. Towle, who was temporarily cashier at the Mobile branch in the absence of Mr. Woodward. On this suit judgment was rendered in the sum of \$1,706.02, but nothing was ever realized from it, or ever will be. The bond was not good for anything; it was informal.

By Mr. BRADFORD :

Q. Give all the instances that have come to your knowledge of insolvent loans that were made by the bank to one or more of its officers or employes, or to any person or persons connected by personal or business ties with any one of its officers or employes.—A. The only instance that I have in my own mind, (and it is a very small one,) is the small amount of \$350 standing in the name of Charles D. Thomas, which was really a loan to George D.

Johnson, who was at that time book-keeper of the company, and which loan has not been paid. To the best of my knowledge and belief the rule was always strictly applied as to the employés of the company. I never knew of any employés of the bank borrowing money from it unless it were an advance of salary, not to exceed the amount of the current month's pay, and these were all paid. Under the last clause of your question, "or to any person or persons connected by personal or business-ties," &c., I would mention the loans to Huntington and Gassaway, who were connected by personal and business ties with men who were officers of the company. Huntington and Gassaway were officers of the First National Bank, and the chairman of the finance committee of the Freedman's Bank was the president of the First National Bank. Mr. Huntington, the cashier of the First National Bank, was also a member of the finance committee. To be more explicit, these loans were got through Mr. Huntington. I am not able to give you the amounts. I think that Gassaway's is on that seal-lock security in the sum of \$3,000. Gassaway was an employé of the First National Bank, of which Mr. Huntington was cashier, Mr. Huntington being, at that time, as I have stated, member of the finance committee of the Freedman's Savings and Trust Company. There are quite a number more of these things.

Q. State all that has come to your own knowledge.—A. Some of these objectionable loans were undoubtedly got in the same way, through personal ties.

Q. Give every instance of any such loan that has come to your knowledge.—A. I think that the loan to young Latham, who was an employé of the First National Bank, has not yet been paid; I cannot tell the amount. Mr. Huntington, who was himself cashier of the First National Bank, got a loan from the Freedman's Bank, he being at the time a member of the finance committee. I cannot tell the amount of the loan, the whole thing is so complicated and so thoroughly mixed up.

By Mr. STENGER:

Q. Has that loan been paid?—A. It has not been paid; it has been sued for, but I do not suppose that anything will ever be got out of it, although I may be in error. I find here (in the commissioners' report) two loans to Mr. Gassaway of \$2,500 each, on twenty shares of the New York Seal Lock Company, and on twenty shares of the Capital Publishing Company, and \$2,500 of it secured by a real-estate note. The loans do not seem to have been paid.

By Mr. BRADFORD:

Q. What was the relationship of Gassaway to the company?—A. Gassaway was an employé of the First National Bank, of which Huntington was cashier, while Huntington was member of the finance committee. I do not suppose that the shares of the Seal Lock Company have any value at all. The Capital Publishing Company is that company that publishes the "Capital" newspaper, of this city. I have no knowledge of the value of its shares, nor do I know anything of the value of this so-called real-estate note. Here (on page 35 of the commissioners' report) is a loan to W. S. Huntington, on February 21, 1872, of \$3,600. There is no collateral. That loan has not been paid.

By Mr. STENGER:

Q. Do you know in what manner, and from whom, those loans were obtained where there was no collateral security given?—A. No. I suppose that they must have been got by Mr. Huntington's request, and probably were.

Q. Made to whom—I mean Mr. Huntington's own loan?—A. He probably went to the actuary and borrowed the money. That is undoubtedly so, although I have no positive knowledge on the subject.

By Mr. BRADFORD:

Q. Have you given all of these insolvent loans?—A. All that I have any knowledge of; but there are undoubtedly others.

Q. State any suspicious relationship between the bank and its officers and employés and anybody who got loans from it.—A. I never could reconcile the loans made to Mr. Fleming with prudence. Fleming was the architect who put up the bank-building. The bank made very heavy losses on his loans. I find on page 35 of this report a loan of \$3,000 to R. I. Fleming; this is one of a great number of loans made to him; it has no collateral. Fleming was a man whom the bank presumed to be good for anything that he would borrow; but the loans to him cannot be reconciled with prudence. Whether there was any undue influence brought to get the money I do not know.

Q. Was it not known to the bank that he was not good for these loans?—A. I do not think it was at the time. He was a successful builder here, and he certainly was a successful borrower; but he swamped himself here. I forget what his loans aggregated; they are very heavy. He is since insolvent.

By the CHAIRMAN:

Q. The loans were made to him without security?—A. Some of them were secured and came, perhaps, within the rule.

By Mr. STENGER :

Q. State the particular mode in which these loans were obtained.—A. You must get the right man before you in order to obtain that information : because I do not know.

By the CHAIRMAN :

Q. Do you know of any instance where loans were obtained through the agency of brokers ; and, if so, was there any bonus or premium paid to any one for obtaining the loan ? —A. I do not know of my own knowledge any instance ; but I see in the minutes of the board a resolution that was introduced forbidding transactions through brokers, which creates the presumption that loans were got in that way ; and I know that when the bank first began to make its loans under the act of May 6, 1870, brokers used to frequent the office to such an extent that I was made anxious about it myself, and pretested against it.

Q. Do you know of any premiums being paid to these brokers ?—A. I have not the slightest knowledge on that subject, and have no means of knowing.

Q. Were any of these brokers acting in the double capacity of appraisers of real estate for the bank, and officers of the bank itself, while they were engaged in negotiating these loans ?—A. No, I think not. Kilbourn & Latta were appraisers for the bank at one time, but they were not officers of the institution. They were brokers, engaged in getting loans from the bank, and were at the same time appraisers of real estate which was taken as security. That was the common talk of the office. I do not know either of those gentlemen personally.

Q. Do I understand you to say that Kilbourn & Latta were engaged in the real-estate business, were the appraisers for the bank, and were engaged in negotiating loans for it for their customers ?—A. I so understood.

By Mr. STENGER :

Q. I see in the commissioners' report that Hallet Kilbourn obtained a loan or loans as president. As president of what company ?—A. I cannot tell you ; it was probably one of those numerous companies that were started here. My impression is that it was one of the paving companies.

By the CHAIRMAN :

Q. I see in the commissioners' report, page 16, a loan to E. H. Nichols, treasurer, for \$175,000 ; what was he treasurer of ?—A. Of the central branch of the Kansas Pacific Railway, I think. That may not be the correct title of the road, but it was always styled in the office the Kansas Pacific Railway loan. That loan has been since reduced to something less than \$10,000, I think. I opposed that loan, as I happened to have knowledge of it, because it was not the thing for the bank to do.

By Mr. STENGER :

Q. I find on page 35 of the commissioners' report a loan made to C. W. Hayden, president, of \$1,500, with no collateral ; what was he president of ?—A. That was the Seneca Stone Company, I think. He was afterward treasurer of that company.

By the CHAIRMAN :

Q. Do you know who were the officers of the Seneca Stone Company, as it is called ?—A. I do not know who they were at the time of these transactions with the bank, except that Hayden was treasurer ; subsequently Mr. Alvord was elected president, after he retired from the presidency of the Freedman's Bank.

Q. Had he had any connection with the Seneca Stone Company whilst he was president of the Freedman's Bank ?—A. I think not.

Q. Either as stockholder or otherwise ?—A. He may have been a stockholder ; I cannot say positively.

Q. Do you know where the books of that concern are ?—A. They were in his charge. I do not know whether or not he is still president of the company.

Q. Please state anything that has come to your knowledge through your connection with the bank, and by conversation with its officers, showing (if such is the fact) any collusion between any officers or agents of the bank and outside parties in granting loans without any, or on insufficient, collaterals.—A. The only thing which, in my judgment, looks like collusion is this matter of the so-called Seneca Stone Company. I cannot reconcile the conduct of the actuary in that matter with his general character, or with the confidence which I always reposed in him as an honorable man. In regard to other loans which justly deserve censure, I would not charge collusion, but rather undue influence brought to bear upon these men, and I would like to say that I do not believe that either the former actuary, Colonel Eaton, or the later actuary, Mr. Stickney, were what should be styled dishonest men ; both were overwhelmed with business, and the affairs of the bank were very loosely managed. It was perhaps the result of bureaucracy rather than of personal responsibility. In other words, the bank was run too much by its committees, without direct and immediate responsibility to anybody.

Q. What do you mean by undue influence brought to bear on officers of the bank to obtain loans improperly ? A. By "undue influence" I mean personal application at inter-

views. where the borrower would sit down with the actuary and talk the matter over with him, and where the loan would virtually be made without due reflection or proper revision. In other words, the loans should have been made on formal application, going before the proper board to be passed upon on their merits, without the borrower having seen or talked with anybody. I believe that, as human nature goes, any man charged with the loaning of such funds would find himself unconsciously influenced in favor of applicants, if those applicants happened to be men whom he personally liked.

Q. Do you know that there existed at any time any relations of a business character between the officers and agents of the bank and the officers and agents of any of the stock companies, whose securities were accepted as collaterals for the large amounts appearing to have been loaned on them?—A. No, sir; I do not, excepting, of course, my suspicions in this Seneca Stone business, to which I have already referred.

Q. Do you know whether or not any of the officers or agents of the Freedman's Bank were officers or stockholders in any of said companies?—A. I do not, with the exception of the Seneca Stone Company. I happened to know that Colonel Eaton held some of that stock while he was actuary of the bank: I think \$4,000.

Q. If you know any of the officers or prominent stockholders of the company, generally known as the Seneca Stone Company, please give us their names.—A. I do not know, except as I have just stated; and I think in this instance I got my impression from Colonel Eaton himself, that he held stock of the Seneca Stone Company. At that time the company was supposed to be good.

By Mr. STENGER:

Q. Were those loans for which no collateral security was given laid before, and approved by, the board?—A. I cannot say; very probably they were.

By Mr. BRADFORD:

Q. Do you know of any officer of the United States Government holding any stock of the Seneca Stone Company?—A. I have no means of knowing.

Q. What is your best information on that subject, no matter from what source you derived it?—A. Categorically, I accidentally saw a list which purported to be a list of the stockholders of the Seneca Stone Company; the date I do not know. On that list were the names of some prominent officers of the United States Government.

Q. State who they were.—A. I think I recollect the names of U. S. Grant and General Dent.

By Mr. RAINEY:

Q. You do not recollect anything about the date of that?—A. No, sir; it came to me incidentally. I do not know even about the authenticity of the paper.

By Mr. BRADFORD:

Q. What was the amount of the stock owned respectively by President Grant and General Dent?—A. That I cannot tell, my information is so vague and indirect.

Q. Give us all the information you have, tending to show that the President of the United States or General Dent had stock, and to what amount, of the Seneca Stone Company?—A. I have already stated that I saw what purported to be a list of the stockholders of the Seneca Stone Company, among which were the names of the President and General Dent. I cannot say whether that list was authentic.

Q. Have you derived information on that subject from any officer of the bank, or of the United States Government?—A. No, sir; this information came to me incidentally, as it were, by accident, and it is only under the obligation that I feel to the committee that I make this statement, because I do not like to state what may prove to be incorrect. The list was among papers relating to the bank which were given to me by Mr. Alvord at one time for examination, and it appeared to have got there inadvertently. Of course I read the list.

Q. You say that it was among papers belonging to the bank?—A. Yes; but it appeared to have got there inadvertently.

Q. Why?—A. Because there was no reason why Mr. Alvord would have turned over to me papers relating to the Seneca Stone Company, while I was seeking information in regard to the bank. It was among papers which related to our affairs at Jacksonville, Fla., which Mr. Alvord, as president of the bank, had in special charge. I returned the paper to him, but, of course, out of curiosity I read it through.

Q. Was it a formal paper?—A. No, I think it was a pencil memorandum; it seemed to have been drawn up for the information of somebody.

Q. You say that it had crept in there, inadvertently? That is a matter of opinion on your part, based on your presumption that Mr. Alvord's inclination would have been to keep such a paper from you?—A. No, sir; but because it was not where it belonged, and it had no business there.

By Mr. STENGER:

Q. Would it not be a matter of interest to the officers of the bank to know who were the

stockholders of the company to which the bank was loaning money?—A. The last loan was made without the knowledge of the bank.

By the CHAIRMAN :

Q. Are you prepared to say on what substantial basis, if any, the bonds of the Seneca Stone Company rested?—A. On the property of the company in Montgomery County, Maryland, which consists, I am informed, of six hundred acres of land and a stone-quarry and improvements thereupon, which, I am also informed, cost some \$200,000.

Q. You are speaking from hearsay?—A. Of course. I have no authentic information on the subject; the bonds themselves state that.

Q. Have you any of those bonds?—A. They can be obtained from the bank.

The CHAIRMAN. Please bring one of those bonds when you next come before the committee.

By Mr. RAINEY :

Q. Can you inform us whether or not Mr. Alvord was a stockholder of the Seneca Stone Company at that time?—A. No, sir; I cannot.

Q. Did you not see his name on that list?—A. I have stated the only two names that I remember.

Q. You could not have read the list carefully.—A. I only read it as a matter of curiosity. It was a paper that came incidentally into my possession. I understand that he is a stockholder, but I do not know.

Q. You cannot give us any information with regard to the date of that list, when it was made out, or anything about it?—A. No, sir; I opened the paper to see what it was, and, seeing what it was, of course I glanced through it, and the distinguished position occupied by two of the gentlemen named in it attracted my attention. I do not recollect about Mr. Alvord, although I understand he was a stockholder.

Q. Can you inform us by what authority Mr. Stickney has control of about \$25,000 or \$30,000 worth of the property belonging to the Freedmen's Bank?—A. I do not know that he has.

Q. I refer to these deeds of trust which he holds on the M-street houses.—A. I do not know that he has any. I think he holds those houses in fee. There is a law-suit about them. The suit is against Boyd and Barnum to recover some \$28,000 which they owe the bank.

Q. You are satisfied that Mr. Stickney is not trying to get a percentage for the execution of papers in reference to that property?—A. O, no: that matter was arranged between him and the commissioners. The merits of the case I cannot state.

Q. Can you inform us whether or not any of the officers of the bank received any moneys from the bank, apart from their salaries, by loan or otherwise?—A. The only instance I know of is a loan that stands in the name of Mrs. Eaton for \$1,000. That loan is supposed to be good. Mrs. Eaton is the widow of the late actuary. It stands on the books now, and the commissioners regard the security as good for it. I do not think the loaning of money to its officers was one of the sins which the institution was guilty of. Of course I exclude the temporary advances made on salaries that were afterward taken up by services. Many times a man was allowed to draw against his current month's pay.

Q. Have you any information in regard to the Vandenburg loan?—A. No.

Q. He borrowed largely from the bank?—A. Yes.

Q. And got it on very slender security?—A. He used to come in and get about what he wanted, but, as to the actual facts of the case, I know nothing.

Q. You really cannot say whether he was in collusion with any of the bank officers in regard to those loans?—A. I cannot.

Q. Can you tell us whether they were very intimate or had any business associations?—A. Not that I know of. I do not know that they were in business together. He seemed to get loans very easily; but I never suspected collusion.

Q. So you know nothing about those loans?—A. No, sir.

Q. Can you inform the committee from whom we would be likely to get information bearing on that question?—A. The best man to ask is Mr. G. W. Stickney. What he does not know about the Vandenburg loans, nobody knows.

By the CHAIRMAN :

Q. Was he the man who granted the loans to Vandenburg?—A. He knows all about them. The papers and everything else in the matter went through his hands.

By Mr. RAINEY :

Q. Can you inform the committee whether or not Mr. Alvord, while he was president of that bank, borrowed any money from it, directly or indirectly?—A. I do not think he did.

Q. You made an observation the other day in regard to extravagance in the purchase of books; I suppose you alluded to ledgers?—A. Yes.

Q. Who made those purchases generally; who was the agent appointed to make them?—A. Bills of more than \$1,000 had to be approved by the board. We made a standing arrangement with Mr. Maun, in Philadelphia, by which we got books at wholesale rates.

They were ordered sometimes by myself. I was the only person, part of the time, who had authority to order books, but afterward when I got so overwhelmed with work, the matter was left to the general book-keeper. But I referred rather to the unnecessarily expensive style of these books.

Q. Did not you make most of those purchases of books yourself?—A. No, sir; part of the time I ordered them, but afterward, when I got overwhelmed with work, the business was turned over to the actuary, who turned it over to the general book-keeper.

Q. Did you not state in the orders that you gave for the books what kind of books you wanted?—A. Yes; but the system had been formed before I took charge, and, on my taking charge, I threw out a good many of the books that I deemed unnecessary; for instance, the auxiliary books which had at one time been made specially for the bank; I cut them down, and had the bank supplied with ordinary books from the shelves of the stationers, at much less cost. We gradually learned to dispense with such books as are ordinarily used by banks, and used a much less expensive kind.

Q. Then, I am to understand from your answer that you ordered the books whenever they were needed, and such books as had been ordered prior to your taking charge of that department of the bank?—A. Just the same, except that I threw out all the auxiliary books that I deemed unnecessary, or such as could be supplied by a cheaper style, with one exception, in which a lot of fifty journals were bought for the bank, without my knowledge and against my wishes. That is important, because that is about the only piece of extravagance that I know of.

Q. Did you record your protest, or whom did you inform that you disapproved of the purchase?—A. I talked to the actuary and to the book-keeper about it.

Q. Can you inform the committee whether any of the members of the finance board were connected with the Seal-Lock Company?—A. I cannot. I do not think they were.

By the CHAIRMAN :

Q. Do you know whether any officers of the bank were connected with the Columbia Railway Company?—A. I do not know anything about the stockholders of that company either.

By Mr. HOOKER :

Q. State whether the books of the various branches are now in the possession of the mother-bank.—A. Yes; the books of all the branches are.

Q. What became of all the deposits, which came from the respective branches, when they were transmitted to the parent bank?—A. Such sums as were not needed to make immediate payment were transferred from the branches to the principal office—when they were first put in the depository, and were afterward invested, in the manner which you have seen, in stocks and bonds, and afterward in loans. Then, as funds were needed, it was the business of the parent bank to return to the branches the money that they called for. In practice it was done by exchange. They bought and sold by exchange, as the case seemed to demand.

Q. I understood you to say the other day that you were frequently at Vicksburgh during the existence of the branch there.—A. Yes; several times.

Q. Who were the officers of that branch?—A. Benj. A. Lee was the cashier, all the time I was there, until he became too ill to attend to his duties. Henry Williams was the book-keeper, and Mr. Grovenor was the assistant cashier. Lee is dead, Williams is dead, and I do not know where Grovenor is. When Lee became too ill to attend to his duties, Grovenor was really in charge of the branch, though he never was made cashier.

Q. Do you know whether at Vicksburgh, or at any other branch, the inducement was held out to depositors to deposit in that bank because it was a Government institution?—A. I think it was.

Q. That inducement was made to induce persons to deposit—that it was a Government institution, and that the Government was bound to the depositors?—A. Yes; I cannot say specially at Vicksburgh, though I think that that foolish policy was adopted there.

Q. Did they not represent that the deposits made by individuals would be guaranteed by the Government of the United States?—A. I think they did, but I will qualify my answer by saying that I am not certain as to Vicksburgh; though I think so. But of this I am certain, that you will find on many of the pass-books of the New York branch these words, in English, French, and German: "The Government of the United States has made this bank perfectly safe."

Q. You say that that will be found on many of the pass-books?—A. Yes. I wanted to raise this question before the committee because it is important, and it relates to the history of the institution. I do not think our more judicious cashiers ever adopted that phrase.

Q. Are you aware that the funds of the institution were used at Vicksburgh, or at any other branch, for the purpose of speculating in the paper of the State, or county, or city?—A. Mr. Lee, latterly in his career, certainly did use some few thousands in speculation in city, and probably in State paper.

Q. To what extent?—A. Not to exceed \$11,000, which is due in that branch, and I suppose not to the extent of more than half of it, as part of it was used for other purposes.

Q. Do you know whether this was done at any other branches?—A. I think not, except at

the branches at Beaufort and Jacksonville, where they speculated in nearly everything. I ought to say that Captain Lee was authorized to take bonds enough of the city to enable him to pay his tax by the coupons, as an investment, but he exceeded his instructions, and we had contemplated to remove him.

Q. Were the funds which Lee used for that purpose the funds of the bank-depositors?—
A. Yes; certainly.

By Mr. RAINEY:

Q. Can you inform us whether or not the superscription on the pass-books at New York was placed there by the authority of the parent bank, or whether it was done by the authority of the cashier alone?—A. It was done by the authority of the manager at New York. I protested against it, and I had it removed wherever I went.

Q. Was it done with the knowledge of the parent bank?—A. Certainly, they knew it, and I solicited the actuary, Colonel Eaton, to stop it, because it was a nuisance, and it was not true. This is what I substituted therefor, (I read from a pass-book of the Washington branch:) "The bank is obliged to keep its books open at all times for the inspection of such committees as Congress may, from time to time, appoint. The bank cannot loan money, nor use it in any way except to invest it in the bonds of the United States, or in real estate or securities worth double the amount so invested." I was often asked, "What makes your bank safer than any other bank?" and my answer was the honest one, "It is not any safer unless it is better managed." I would not have had the Government's guarantee on it if I could.

By the CHAIRMAN:

Q. Do you know the amount of bonds issued by the Seneca Stone Company?—A. Two hundred thousand dollars; one hundred thousand on a first mortgage, and one hundred thousand on a second mortgage. The amount of stock issued by the company no man knows, I expect.

Q. Do you know anything about the Metropolis Pavement Company, and how much bonds it put out?—A. I have not the slightest knowledge on the subject.

By Mr. HOOKER:

Q. I understood you to remark a while ago that Mr. Lee, cashier of the Vicksburgh branch, would have been removed if he had not been ill. Do you know whether he ever was removed or not?—A. No. But he had not been exercising his functions for a long time.

Q. Why?—A. On account of his ill-health.

Q. Do you know whether, in point of fact, he was removed?—A. No; he was not, in point of fact, removed. We had, however, made arrangements to remove him.

Q. At what time did Mr. Lee die?—A. Not until after the bank closed, which was in 1874. He had dropped out of my sight. I did not see him for some time previous to the closing of the bank.

Q. Was there not a change made, in 1868, by which Mr. Lee was removed and another man put in charge of the Vicksburgh branch?—A. No. There were charges preferred against Lee while he was disbursing-officer of the Freedmen's Bureau. Pending those charges he was suspended, and Mr. Harris, who was then inspector, took charge. Afterward Lee was re-instated.

Q. What were those charges?—A. I do not know.

Q. Was not one a charge that, by the failure of the national bank, he had lost \$3,200?—
A. I do not know.

Q. What time was Mr. Harris ordered to take charge of the Vicksburgh branch?—A. I cannot give you the date. I simply know the fact.

Q. He was ordered to take charge, and Lee was removed?—A. Lee was suspended during the investigation of his accounts, and was afterward re-instated.

Q. Was he not re-instated with an increase of salary?—A. Very likely; but the increase of salary carried with it, I think, his paying his own clerks. He did that for a long time.

Q. He was re-instated, and his salary increased, after this charge was made against him?—
A. Yes; but I think it was also provided that he should also employ his own clerks.

Q. What were these charges against him?—A. I do not know. I suppose that it was some matter in reference to bounties. Captain Lee was also agent of the Freedmen's Bureau, as disbursing-officer.

By Mr. BRADFORD:

Q. Are there any other matters resting in your knowledge which, as a good citizen and a friend to the freedmen who have lost money by this bank, you, testifying under oath, think it your duty to communicate to this committee?—A. I cannot at this instant recall any other matters; but, as a good citizen, and as a matter of conscience, I would ask that I may be recalled if at any time matters occur to me of importance for the committee to know, and of which I will duly apprise the committee.

Q. Do you think that, by withholding your answer to the inquiry, you may be able to recall other things?—A. Yes; I know my own mental habit.

Mr. BRADFORD. Then you may withhold your answer till some future occasion.

The WITNESS. If, on reflecting on this subject, any matters occur to me which it would be important for the committee to know, I will apprise the committee. I ought to say, as a good citizen and as a matter of conscience, that the early management of the bank was all that any honorable and right-minded man, being a friend to the freedmen, could ask. It is due to the trustees who managed its affairs in New York to say that they acted with good conscience, I believe; and that if the trustees since then have not done their duty altogether, it is rather perhaps through their negligence than their fault.

By Mr. RAINEY :

Q. You told the committee the other day that you examined the books some time ago and found a discrepancy of \$40,000 odd in the Washington branch?—A. Yes.

Q. Did you ever complete that examination?—A. No, sir; it was impossible.

Q. Then you do not know whether this \$40,000 was more than \$40,000 or less?—A. No, sir; nor do I know whether it is a loss to the company or an error in book-keeping, but I think it is an error in book-keeping.

Q. You have not finished the examination?—A. No, sir; it would take two years to do so.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, February 3, 1876.

The committee met at 10 o'clock a. m. Present, Messrs. Douglas, Riddle, Stenger, Bradford, Rainey, and Farwell.

HENRY H. DODGE sworn and examined.

By the CHAIRMAN :

Question. State whether you have had any means of knowing how, or on what basis, the company known as the Maryland Freestone Mining and Manufacturing Company was organized, and state all that you know in connection with the subject.—Answer. It was organized under the general corporation laws of Maryland; it was based on land in Montgomery County, in the State of Maryland, and on money paid in.

Q. What was the value of the property in Montgomery County at the time of its purchase by the company, and at what figure was it put into the common stock?—A. It cost the company \$450,000 in the common stock of the company, and there was \$50,000 of money also put in. The property was owned by Mr. Peters. Mr. Henry D. Cooke, Dr. J. L. Kidwell, and myself purchased it from him. We afterwards worked it for six or seven months, built a mill and other works on the property, and then formed a company.

Q. I want to know whether you had anything to do with the purchase of the real estate in Maryland, in Montgomery County; and if so, who co-operated with you in making the purchase, and what you gave for the property, which was afterwards put into the common stock of the Maryland Freestone Mining and Manufacturing Company?—A. The property was purchased from Mr. Thomas Peters, of Montgomery County, Maryland. The amounts I cannot tell without examining the papers.

Q. Did any one co-operate with you in making the purchase; and if so, who?—A. Yes; Mr. Henry D. Cooke and Dr. John L. Kidwell, of Washington.

Q. Tell us, as nearly as you can recollect, what was the amount agreed to be paid to Mr. Peters for that property?—A. I think it was in the neighborhood of \$70,000 cash.

Q. By whom, and in whose name, was the charter of the company obtained?—A. I can tell you four of the names in the charter; I have forgotten the fifth. The four were: Henry D. Cooke, John L. Kidwell, James Heath Dodge, of Maryland, and myself.

Q. Was that charter obtained before or after the purchase of the property from Peters?—A. Nearly a year after. We had spent a large sum of money on the property before the company was formed, in erecting mills and derricks, boats, dwelling-houses, and other works connected with the opening of a work of that sort.

Q. What was the purpose or object of said corporation?—A. It is a mining and manufacturing company, and was formed, if I recollect correctly, under the mining and manufacturing clause of the general corporation law of Maryland.

Q. I want to know what the company was to mine and manufacture.—A. Mining stone and sawing it, and putting it into shape through our mills. We built mills for that purpose. It is a very hard stone and requires machinery to put it into shape.

Q. It appears from the charter which I hold in my hand that your capital stock was nominally \$500,000. Now, how much of that was paid in the property bought from Peters, and how much in money actually paid in on shares?—A. I really cannot answer that question further than to say that the expenditure, in the purchase and improvements, was something about \$120,000, and was taken and put into the company for something about four hundred or four hundred and fifty thousand dollars. I really cannot tell any closer than that without looking into the papers.

Q. Who has the custody of the stock-book of that company?—A. I do not know. I have not been in the company since 1869 as a stockholder.

Q. Who is the present president of the company?—A. The last one I knew of was a man named Alvord, who was formerly in the Freedman's Bank.

Q. Give us the full name of all the presidents of the company.—A. I do not know Alvord's full name. I was president of the company about one year: that was in 1868. Afterwards Dr. Kidwell was president; then C. W. Hayden, and then, I think, Alvord. Who is now president I cannot tell you, but I think that Alvord is.

Q. Did the original corporators, who are mentioned in the charter as Henry D. Cooke, H. H. Dodge, John L. Kidwell, Thomas Anderson, and James H. Dodge, get their shares of the stock on the basis of the property purchased from Peters?—A. I cannot recollect about the transaction. I think we put in the lands and the money which we had expended and formed the company upon it. What amount of stock we each got I cannot recollect.

Q. How much money was expended in the improvement of the property after its purchase from Peters, and before the organization of the company?—A. I cannot state with any certainty without refreshing my recollection. I think, as I said before, that the purchase-money and the money that we spent in improvements was in the neighborhood of \$125,000, but I am not positive.

Q. Assuming that the real estate bought by you of Peters, and your expenses in improving it, amounted to \$125,000, who received the shares representing \$375,000, the remainder of the stock, and how much was paid per share?—A. It was not divided into 375,000 shares to my recollection. We owned the property and formed the company upon it.

Q. Assuming that we have got \$125,000 as a substantial basis for the stock of \$125,000, what was the basis of the balance, \$375,000?—A. I am not familiar enough with the circumstances to answer the question. I never had anything to do with forming a company before, nor have I had much to do with it since. My recollection is that we owned this land and had spent so much money upon it.

Q. What I want to get at is whether there was anything put in except that land and the expenditure of the money?—A. Nothing that I know of.

Q. Nothing was added to make up the \$500,000 except the land and the expenditures upon it?—A. That is all.

Q. You have said something about quarrying stone. Is that the stone which is pointed out to me here as constituting the material out of which the National Republican building, the Young Men's Christian Association building, the Freedman's Bank building, are constructed, and known as Seneca sandstone?—A. In part, I think. The front of the Freedman's Bank building is, I think, entirely of it. The front of the National Republican building is partly of Ohio stone, and partly of Seneca stone. The Young Men's Christian Association building I think is partly Connecticut stone, and partly Seneca sandstone.

Q. This stone was quarried on the property bought by yourself and others of Thomas Peters, of Montgomery County, Maryland, was it not?—A. Yes. It is the same quarry and the same stone of which the Smithsonian Institute building was erected twenty-odd years ago.

Q. Was that quarrying carried on by the Maryland Freestone Mining and Manufacturing Company, or by other parties, corporate or sole?—A. I think by the Maryland Freestone Mining and Manufacturing Company. I do not know of any other parties. There may have been a portion of the Young Men's Christian Association building started (and I think it was) before the company was formed. The first stone put into the foundation was when we worked the quarry as individuals, but nothing but the foundation, I think. That is the first building that was put up in Washington of that stone.*

Q. Does the Maryland Freestone Mining and Manufacturing Company still own the property from which the stone for these buildings and for other structures, including the foundations of the new State Department building, was quarried: if so, by whom were the contracts made? and, if you can inform us, tell us how the company was paid for the material.—A. I cannot tell you anything about it. As I said before I have not been in the company as a stockholder since 1869. I was president of the company the first year, but declined a re-election, and also declined to be a director. I cannot tell anything about it since then. The State Department building was not commenced when I was in the company. The Freedman's Bank building was not commenced, and the National Republican building was not commenced. My recollection is that the Young Men's Christian Association building was about the only one that was commenced during my connection with the company. In fact, I am not positive about that.

Q. Are you still a stockholder in the company?—A. No, sir; I am not.

Q. When did you cease to be, and how, and on what terms?—A. I think I ceased in 1869, when I sold my stock to H. J. D. Cooke.

Q. What did he give you for it?—A. He gave me bonds at par in part, and money in part. I sold the stock out at 50 cents on the dollar and took part in money, a lot in Washington, and bonds of the company at par.

Q. What bonds?—A. The first-mortgage bonds of the company.

Q. You sold your stock at 50 cents on the dollar, receiving pay partly in money, partly in a lot in Washington, and partly in first-mortgage bonds of the company at par?—A. Yes.

* Mr. Dodge means after his association with the company.

Q. Was the stock bought of you by Henry D. Cooke purchased for himself individually, or for the company?—A. It was for himself, I always understood. He made me an offer to buy me out, and I sold out. I am pretty certain it was for himself. I never understood otherwise.

Q. What amount of bonds of the first-mortgage series, and what amount of the second-mortgage series, were issued by the company?—A. I can only tell you about the first mortgage. The amount of that was \$100,000. I was not in the company when the second mortgage was issued, and I know nothing about it except from hearsay.

Q. Although you ceased early to be an officer of the company, and in 1869 disposed of your stock, do you know whether or not it is a fact that the company continued to own the quarry from which the stone known as Seneca sandstone was taken for the various buildings and structures in the city of Washington?—A. I think so; undoubtedly it was so. I never heard of the property being sold by the company. I think that last year the company leased the property to Mr. Hayden.

Q. I want to know whether this Seneca sandstone was the property of the company when it was quarried for the purpose for which it was used?—A. Yes; it is commonly known as the Seneca sandstone.

Q. Is not the Maryland Freestone Mining and Manufacturing Company identical with the company known in popular phrase as the Seneca Sandstone Company?—A. Certainly.

Q. Be good enough to state to whom, besides the original corporators, shares of that stock were issued, and the amounts as far as you recollect.—A. That I cannot tell; I can tell some of the persons to whom it was issued.

Q. To whom were shares of that stock issued, and in what amount?—A. I cannot tell the amount. I can tell you some of the first parties interested in it. They were Caleb Cushing, Wm. H. Seward, General Barnes, (Surgeon-General of the Army,) General U. S. Grant, General Robert Williams, William S. Huntington, J. C. Kennedy, I think, and General Fred. Dent (brother-in-law of the President). I don't call to mind any others.

Q. Can you state what number of shares was issued to each of the parties named, and whether any money was paid by them for the same; and if so, how much?—A. Some of them subscribed for 200 shares of stock, and some for 100 shares. As far as my knowledge goes, every one of them paid for his stock. I think General Dent gave a note and security for his stock on some land near Saint Louis. He is the only one I know of whose stock was not paid for in money.

Q. Did any of them pay the full value of \$100 a share for the stock issued to them?—A. They paid fifty cents on the dollar.

Q. Are you positive that any of the parties whom you have named, except General Dent, paid anything for their stock?—A. I am sure all of them did. I am not positive about any of the rest of them paying anything but money, but my impression is that they all paid in money except General Dent.

Q. At what time was that issue of stock made; was it while you were an officer of the company or afterward?—A. I think it was while I was an officer of the company.

Q. Who was the treasurer of the company at that time?—A. C. W. Hayden, I think, was secretary, treasurer, and general manager.

Q. Do you know whether any dividends were ever declared on the stock; if so, how many, at what times, and to what amount?—A. I do not know. I heard, after I left the company, that the company had paid a stock dividend. From hearsay I think that the company increased the capital stock to \$300,000, sometime in 1870. That I do not know positively about; I only know it from the common rumor around town. During my administration we were making improvements, and there was no dividend paid on the stock; whether dividends have been paid since or not I really cannot tell.

Q. Do you know whether, when the new issue of stock was made in 1870, there had actually been any addition to the property of the company?—A. I do not know.

Q. You have alluded to rumors; tell us some of the parties from whom you got your information.—A. I do not recollect that, but I think that Mr. John A. Wills, of Washington, told me that the company had issued a stock dividend.

Q. Do you know of any other parties besides Henry D. Cooke and William S. Huntington, who were stockholders and corporators in the Maryland Freestone Mining and Manufacturing Company, who were also trustees, officers, or agents of the Freedman's Savings Bank?—A. I do not.

Q. Do you know of any parties who had any official connection with the Freedman's Savings and Trust Company, who were also members or officers of the joint-stock company of the Young Men's Christian Association, and corporators or stockholders of the Maryland Freestone Mining and Manufacturing Company?—A. I do not. I do not know whether Governor Cooke was a member or officer of the Young Men's Christian Association.

Q. Did Thomas Peters take any of the stock of the company; and, if so, in what way was it paid for?—A. He did not; he was paid for his property in cash with the exception of a note for \$12,000. I think the purchase from him was for cash, though I have some recollection of a note for \$12,000 at sixty days being given, which note was paid before it was due.

Q. Do you know what the assessed value of that property was before it was purchased by you and your associates from him?—A. I have no idea.

Q. Do you know any of the parties who were engaged as contractors in getting the Seneca sandstone from the company, by whom was the stone paid for, and how were the funds obtained with which payment was made?—A. I really cannot tell you.

Q. Who were the contractors—who bought the Seneca sandstone?—A. I do not know. When I was president of the company, I was simply its nominal president. The management was in the hands of Mr. Hayden, and the books were kept by him. He was made general manager and superintendent, and also secretary. I never collected a dollar for the company, to my recollection, nor paid out a dollar.

Q. Why did the company, with a nominal stock of \$500,000, and with a paid-up capital consisting of real estate and improvements amounting to \$125,000, issue first-mortgage bonds to the amount of \$100,000?—A. For building mills, opening quarries, constructing boats, building houses, derricks, &c.

Q. Then the actual paid-in capital, so far as represented by the expenditure for the improvement of the property bought of Peters was, in fact, a debt of the company, was it not? In other words, you were in debt for your improvements.—A. Not at all.

Q. Did you not issue bonds for them?—A. When we issued these bonds we built other mills and increased our improvements right straight along. You asked me what the cost of the property was and what amount of money had been expended before the company was formed, and I said that it was in the neighborhood of \$120,000. If the land cost \$70,000, there would have been spent forty or fifty thousand dollars in improvements before the company was formed.

Q. Then, if I understand you, the \$100,000 was raised by the issue of first-mortgage bonds for extending and improving the property on which the company was first organized?—A. Yes, we went on improving. We sold the bonds and got the money for them as the improvements went on. I have heard that the new mills, after the company was formed, cost about \$80,000. The improvements are very extensive.

Q. For what were these bonds issued, and for what were they sold in the market?—A. They were sold at par. Dr. Kidwell, Mr. Cooke, and myself took quite a number of them. Mr. Huntington sold quite a number for the company, for which the company received par. I never heard of any of them selling under par until latterly, when the company has been so mismanaged that they have gone down. I do not suppose you could sell them now at 50 cents on the dollar. The company, as far as I am aware, received dollar for dollar for them.

Q. I understand, then, that the first issue of bonds, amounting to \$100,000, was secured by a first mortgage on the property of the company, and was taken up mainly by the original corporators?—A. A large proportion of them were taken by Mr. Cooke, Mr. Kidwell, and myself, for which we paid the money to the company; but I know of three or four other parties who took some of those bonds. I know of one sale which Mr. Huntington reported, of \$10,000 to a Mr. Risley. I think he lives in New York. I think his name is J. E. Risley. I think Mr. Huntington sold \$10,000 worth of bonds to him. I think that \$8,000 were sold to a man named Handy, a clerk in the Treasury Department, since dead; I am quite confident that Mr. Caleb Cushing took \$4,000 of them. Mr. Wills took \$10,000 of them. That is all that I can call to mind now. I never heard of any of them being sold at less than par.

Q. At what time, as nearly as you can say, were these bonds issued?—A. I think they were issued sometime in the latter part of 1868 or 1869, but I cannot recollect.

Q. Do you know anything about the company, or any officer of the company having obtained a loan from the Freedman's Savings and Trust Company?—A. Nothing except what I have seen in the published reports of some investigation a year or two ago, and in the report of the commissioners.

Q. Was a man, named R. J. Flanagan, ever a stockholder, or a possessor of the bonds of your company; and, if so, how did he acquire the same?—A. I have no recollection of any such name.

Q. Were Hallet Kilbourn and John O. Evans, or either of them, stockholders in the company?—A. Not to my recollection.

Q. At what time did you cease to be a member of the company?—A. I think in July, 1869. I know nothing of the affairs of the company after that time.

Q. Did I understand you to say that the original stock, to the amount of \$450,000, based on the property bought of Peters, and the improvements thereon, was issued to the five original corporators?—A. No; I think not. I think that \$200,000 of it was issued to these gentlemen whom I have named, Caleb Cushing, General Williams, General Dent, General Grant, and Mr. Seward.

Q. You did say, however, that \$450,000, of the stock was based upon that property?—A. I did not say that it was exactly that amount.

Q. I understood you to say that you put the property in at \$450,000?—A. Something in that neighborhood. Under the mining clause of the general corporation act of Maryland, lands are allowed to be put into companies, as well as money.

By Mr. BRADFORD :

Q. Is not that Seneca sandstone difficult to quarry and saw?—A. It is a little hard, and that is the reason that we built mills to put it in shape. It is a little hard to "tool-dress," as the stone-cutters express it, after it is seasoned; but when it is first quarried it is not so hard to saw or to tool-dress as it is afterward.

Q. Are they working that concern now?—A. I understood that the company had leased the quarry to Hayden last year.

Q. Isn't it in operation now?—A. It was, last year, but whether by the company or by Mr. Hayden, I cannot say. It is in a very confused state.

Q. How could it compete, on fair and equal terms, with other stone in that State?—A. Remarkably well, I think. It ought to be cheaply quarried. It is within twenty miles of Washington, directly on the Chesapeake and Ohio Canal, and so located that it can be got out cheaply. The property has been very badly managed, and that has been the cause of the failure of the company. They have had no man there familiar with quarries since the latter part of 1869 or 1870, when they discharged the only man I know who knew how to manage it.

By the CHAIRMAN :

Q. Do you know that efforts were made by persons connected with the company to induce the Government to use that stone in the erection of the new State Department building and the other buildings now in progress of erection?—A. I do not. I think that the State Department building was commenced after the time that I had anything to do with the company. I have no knowledge of such efforts being made. I know that the company did furnish stone for the foundation of that building.

Q. Have you not heard from other persons connected with the company, or from officers of the Government, that such efforts had been made, but that the proposition was declined?—A. I have no recollection of it at all.

Q. Do you know any of the parties who were members of the Young Men's Christian Association, or of the stock company, known as the joint-stock association or company of the Young Men's Christian Association?—A. I do not know them as members of the association, unless Governor Cooke was one. I know that he had a good deal to do with the Young Men's Christian Association building.

Q. Was not General O. O. Howard a member of one or both of these associations?—A. I do not know.

Q. Do you know whether General G. W. Balloch was?—A. I do not.

Q. Do you know under what influences, and for what purpose, Dr. Kidwell was made president of the Maryland Freestone Mining and Manufacturing Company, and why he was afterward superseded?—A. I do not know. I was elected president the first year and declined to be re-elected, and, if I recollect aright, Dr. Kidwell was elected. I do not think there was any particular influence about it.

Q. What was the extent of the property purchased from Thomas Peters?—A. I think about 600 acres.

Q. Did the Maryland Freestone Mining and Manufacturing Company keep a stock-book and other records of its proceedings?—A. It did while I was in the company; what was done since I do not know.

Q. Do you know what was done with the \$100,000 raised by the issue of the first-mortgage bonds?—A. It was expended in the improvement of the company's property.

By Mr. FARWELL :

Q. State whether anything was put in to represent the stock except the land and improvements.—A. Nothing else.

Q. Nothing was realized to the company by the sale of stock?—A. Nothing, if I recollect aright.

By the CHAIRMAN :

Q. Was the debt of \$100,000, which was represented by the issue of the first-mortgage bonds, ever paid by the company?—A. No, sir; the bonds have never been paid, and there has been no interest paid on them for a long time.

By Mr. RAINEY :

Q. I understood you to say that stock was issued to some eight or ten persons, whom you have named, and you also say that no money was paid in to the company for stock?—A. I do not recollect whether the stock was all issued to us, who formed the company, and whether we sold a portion of it or not.

Q. By what right did you recognize them as stockholders?—A. We sold our property to the company, which issued stock for it, and we had a right to sell the stock to whom we pleased.

By Mr. FARWELL :

Q. General Grant and these outside parties whom you have named were simply purchasers of stock from you, as individuals?—A. Yes.

By the CHAIRMAN :

Q. Did the purchasers of the stock, by virtue thereof, become members of the company?—A. I suppose that when a man is a stockholder he is a member of the company.

Q. Was C. W. Cavanaugh ever a stockholder or holder of bonds of the company?—A. I do not know. I have given you all the names that I can recollect.

Q. Do you know Hallet Kilbourn, of this city?—A. Yes, slightly.

Q. I see in the report of the commissioners of the Freedman's Savings and Trust Company a loan to him as president; do you know of what he was president?—A. I do not. I have no knowledge in any way of the transactions of the Freedman's Bank except as I have seen them published.

SELECT COMMITTEE ON THE FREEDMAN'S BANK,
Washington, February 5, 1876.

The committee met at 10 o'clock. Present, Messrs. Douglas, Bradford, Stenger, Riddle, and Rainey.

JOHN WATKINS sworn and examined.

By the CHAIRMAN:

Question. State whether you were a depositor in the Washington Branch of the Freedman's Savings and Trust Company?—Answer. I deposited in the Freedman's Bank.

Q. Make your own statement in your own words.—A. I got Mr. Kilgour to go up and look over the books. In the first place, I had deposited this money. I had got, I reckon, about ten or twelve hundred dollars in the bank. My boss, Mr. Bregazzi, had borrowed \$400 of it, and I went up and got it for him. I could not read, but made my mark. He gave me 10 per cent. a year for the use of it, and when the time was up he paid me. Boston had borrowed \$250 from me—\$100 at one time and \$150 at another time. He said that he was buying a house, and that he would give me security on the house. Where the house was I do not know. Boston was cashier of the bank, and I thought he was all right. I loaned him this \$250, but I have never heard of it since. Just when the bank closed I was going up to Georgetown one day to look about a house, and as I passed the bank I went in and saw Boston. I said to him, "Is there any possibility of my getting any money out of the bank?" He said, "Watkins, I was on my way to tell you that the bank is closed." I said, "What am I to do? I have a family to support, and house-rent to pay, and you have all my money shut up here." He said, "I cannot tell you. The bank is closed." I said, "I want \$500." He said, "We are not paying anything now." Said I, "I did not come to-day to get money, but I just dropped in to see you." He said, "I will try to get \$200 for you." I said, "Is that all?" He said, "Yes." I went on up to Georgetown, but the man from whom I expected to get a house would not rent it, neither would he sell it. I did not see Boston for two or three days afterward, when he came to my house and brought me \$200. Mr. Kilgour found by my book that Boston had drawn out four or five hundred dollars on it that day. About a week after the bank closed I carried my pass-book up there, and also my little boy's. My little boy had \$56 in the bank, I think, and I had nine hundred odd. I wanted to find out how I stood. I saw Boston fifteen or sixteen times after the bank closed, and I waited and waited and waited, till at last I went to the bank to see about my book. I could not find Boston in, but I said to the clerk there, "Do you know how Watkins's account is?" He looked at the book and said, "Yes; you have 40 cents." I said, "Forty bells." He said, "Yes." Said I, "What will I do?" Said he, "I don't know." I said I never had the money, and asked him to tell me where I would find Boston. He told me where to find Boston, somewhere on E street, below the Patent-Office, and there I found him. I went in and commenced pulling off my coat to fight him right away. I said, "Boston, what is the meaning of this that I have only 40 cents in the bank?" His face got white, and said he, "Mr. Watkins, I drew it out." "Hell," said I, "you drew it out and told me nothing of it?" "Well," said he, "I will fix that all right." The bank was to pay a dividend in two or three weeks' time, and he said, "I will pay you a dividend on the 15th of next month." Said I, "Jesus Christ, I do not know what to do with you." The clerk at the bank showed me the checks on which the money was drawn, but of course, I did not know one check from the other. I waited for two months, but I could not get anything out of Boston, so that I went to Mr. Kilgour and told him, and Mr. Kilgour said he would not charge me a cent for his services.

Q. Did you have any conversation with Wilson, the cashier, in reference to your account at any time?—A. One day I went up there and spoke to him. I said, "Mr. Wilson, I don't want to get closed up in this concern. A man in this town, unless he has money, is not worth more than a dog. I have worked hard, night and day, for this money, and so has my wife, and it should not be closed up in this way." He said, "You see that Treasury over there, don't you?" I said, "Yes." "Well," said he, "there is no more chance of this bank closing or bursting than there is of that Treasury." I said, "If that is so, it is all right." He said, "It is just prejudice that white people have got against us." I then made myself contented. My heart went down and I went to work. There the matter stood, and only 40 cents on my pass-book to my credit. They did not rob my boy's book. When I was loaning money to Boston I supposed that it was all right as he was cashier of the bank. I supposed that he owned it all himself. I did not know.

Q. What was the whole amount that you put into the bank?—A. As nearly as I can make out, it was twenty-four or twenty-five hundred dollars.

Q. Some of that you drew out, and some you loaned to your boss, and some to Boston, and the balance you left on deposit?—A. Yes. The figures will tell for themselves.

Q. Do you know of any other person, colored or white, who was a depositor, who lost his money under similar circumstances?—A. No, sir, I don't. I went to work at 7 o'clock in the morning and worked until 12 or 1 at night. I have been working at Bregazzi's for ten years. I cannot read nor write.

By Mr. RIDDLE :

Q. You never authorized Boston to check out your money?—A. No, sir.

Q. I understood you to say that this money was the joint earnings of yourself and wife.—A. Yes; she took in washing, and worked day and night, and I worked day and night, every day for the whole year. I have never been to a picnic or ball since I have been in town.

WASHINGTON, D. C., February 5, 1876.

Witness again appeared before the committee and made the following statement :

I forgot to state the other day that, at the instance of Boston, I called on the late cashier, Robert Wilson, to see if he would make any arrangement by which this man could be paid. Boston had stated to me that Wilson was as deep in the mud as he was in the mire, and that the cause of it was Wilson's extravagance at his house. In my conversation with Wilson I told him that he had indorsed two of these notes, which Wilson denied. These notes I have, and I am prepared to show that the indorsement is in Wilson's handwriting. Wilson manifested a good deal of anxiety about the matter, and stated that he would have an interview with Boston. Boston, since that time, has been to see me a good many times, and proposed to make weekly or monthly payments, which I have refused to accept, except as payments on the legitimate notes and legitimate loans. On close examination of the books, I found that the amount deposited by Watkins was nearly \$1,800. Out of that amount the forged notes aggregate \$1,050, on which the interest of course has been accruing.

WASHINGTON, D. C., February 5, 1876.

J. W. ALVORD sworn and examined.

By Mr. BRADFORD :

Question. What official connection have you had with the Freedman's Savings and Trust Company?—Answer. I was corresponding secretary of the company, then vice-president, and then president.

Q. When were you first appointed corresponding secretary?—A. At the organization of the company.

Q. When did you become vice-president?—A. Two or three years after that; I cannot give the date.

Q. When did you become president of the company?—A. About the time that it came to Washington. The headquarters had been at New York, and when it came to Washington I was made president. That was March 12, 1868.

Q. Then you have held successively the offices of corresponding secretary, vice-president, and president of the company?—A. Yes.

Q. What period of time was covered by your incumbency of these three offices?—A. The whole period from the organization of the company up to the time when Mr. Douglass was elected president, in March, 1874.

Q. Then you were officially connected with this concern from the time of its organization until March, 1874?—A. Yes.

Q. Were you one of the original trustees?—A. Yes.

Q. Have you been otherwise connected with the institution except as corresponding secretary, vice-president, and president?—A. I suppose I will have to say that I was its organizer. I do not want to take too much credit to myself, but I suppose that is true.

Q. Have you ever had any connection with the corporation known as the Maryland Freestone Mining and Manufacturing Company?—A. Yes.

Q. What connection did you have with it?—A. Nominally I am president of that company.

Q. How long have you had any connection with that company as officer, stockholder, or otherwise?—A. Since I left the Freedman's Bank.

Q. When was that?—A. In March, 1874.

Q. Down to that period you had no connection whatever with this Maryland Freestone Mining and Manufacturing Company?—A. No, sir; except as president of the bank which had loaned money to the company.

Q. You were not a stockholder in the company and did not hold any office in it?—A. No,

sir. They made me a stockholder sufficiently to get me in as president. That was after I went out of the bank.

By the CHAIRMAN :

Q. What do you mean by being made a stockholder?—A. We wanted to collect the debt due to the bank, and by an arrangement made between the two companies, it was thought that if I would take hold of the quarry, as an executive officer, and make money for the company, it should go to the payment of the debt to the Freedman's Bank.

Q. What do you mean by being made a stockholder?—A. They put into my hands ten shares of stock, and that made me eligible, nominally, to the office of president, which I took, on election.

Q. They gave you ten shares of stock?—A. If you please to say so.

Q. You had been president of the bank during the whole time that the bank had made loans to the Seneca Sandstone Company, and, after you resigned the presidency of the bank, they gave you ten shares of stock in the Seneca Stone Company in order that you might become president of the company?—A. Yes; that is what I have stated. I should like to have it understood that this was an arrangement by which I, as acting for the bank, (verbally directed so to do,) could get payment of the debt out of the company.

Q. It was hoped that by your becoming president of the Seneca Sandstone Company the debt of the company to the bank, which might be regarded as a very bad one, would be paid?—A. Yes.

Q. You did not buy that stock?—A. No, sir.

Q. They gave you the stock as a consideration for your consenting to become the president of the company?—A. Yes; I suppose so. They assured me that I could make money for the company if I would work the quarry.

Q. Do you still continue to be a trustee of the bank?—A. Yes.

Q. And also to be president of the Seneca Sandstone Company?—A. Yes.

Q. State whether, during any part of this period, and during your connection with the bank, you have been connected, officially or otherwise, as stockholder or corporator in any other corporate institution about the city of Washington.—A. I am trustee of the Orphan Asylum for Soldiers' and Sailors' Children. I think of no other.

Q. Are you, or have you been, a member or officer of the Young Men's Christian Association, or of the joint-stock company of the Young Men's Christian Association?—A. I was a member for some of the first years, but as age advanced I dropped out.

Q. What year?—A. I was a member from about the close of the war along for a year or two; not since.

Q. Have you, during the same time, had any connection with the Freedmen's Bureau?—A. I was inspector of schools and finances, at least I think that was the title. After that I was general superintendent of schools, making my reports semi-annually to the Commissioner or to the Secretary.

By Mr. RIDDLE :

Q. In this District?—A. Yes.

Q. Have you anything further to add?—A. That is all the connection that I had with the Freedmen's Bureau.

Q. Had you any connection with the Freedmen's Bureau at the time the loan was made by the Freedman's Bank for the erection of the buildings of the Howard University?—A. I was a trustee of the bank.

Q. Were you officially connected with the Freedmen's Bureau at the time this loan was granted; and, if so on whose application was the loan granted?—A. I do not know what the date of the loan was.

By Mr. BRADFORD :

Q. Do you recollect whether any of the funds of the bank were ever used by the Freedmen's Bureau in building the university or any other structure?—A. Not that I know of. The Bureau used Government money. It never made any loan of the bank to my knowledge. My memory now brings up another corporation with which I was connected. I was trustee of the Howard University. Probably you allude to the loan of the Freedman's Bank to the university.

By the CHAIRMAN :

Q. Well, tell us all about that.—A. There was a loan which the university got from the bank.

By Mr. BRADFORD :

Q. You say that a loan was made by the Freedman's Bank to the university?—A. Yes; in which I was also a trustee.

Q. Do you recollect the amount of the loan?—A. \$75,000.

Q. When was it effected?—A. It was at the time when I was a trustee of both institutions, if that is a sufficient answer.

Mr. STENGER. (Referring to the commissioners' report.) The loan to the Howard Uni-

versity was made on the 22d of October, 1872, for \$75,000, on which \$600 was paid. The security was property known as "college reservation, Washington, D. C."

The CHAIRMAN. Tell us all you know about that loan.—A. It was made by the finance committee to the trustees of the university on security, as correctly specified in the commissioners' report, a large amount of real estate belonging to the university, and which was supposed to be worth double or treble what the loan amounted to, at a valuation which was supposed to be very low at the time.

By Mr. STENGER :

Q. Was the property unincumbered ?—A. It was unincumbered.

By Mr. BRADFORD :

Q. Why was the loan never collected ?—A. My impression is that it has been collected.

By Mr. RIDDLE :

Q. Is the property good for the loan yet ?—A. I think the property is good for the whole loan. That loan has been paid, or so arranged that it is in process of payment. I am quite certain that that is so. I know that we, as trustees, consider it as off our hands. I think that the bank accepted notes of a party to whom we sold other property and yielded up our notes.

Q. The bank surrendered the notes which you had got on this property, and took other notes ?—A. Yes ; a large balance in cash being paid.

Mr. STENGER. (Reading from the report of the commissioners of January 18, 1876.) "The amount of the loan to Howard University was \$75,000. The amount paid to the commissioners is \$37,491.73, and the amount still due is \$37,508.27, interest being paid to October 22, 1875."

By the CHAIRMAN :

Q. For the balance of that debt I understand you that other notes were taken and your notes surrendered ?—A. I so understand it. I am not on the executive committee that manages these things.

By Mr. RIDDLE :

Q. Are these other notes secured by real estate ?—A. I think they are. They are notes of a very fine firm, which is making payment, I believe, according to the arrangement.

Mr. STENGER. The commissioners, in this report, make no entry as to any other security having been given.

By the CHAIRMAN :

Q. You alluded to some firm whose notes were taken and substituted for the notes of the trustees of the university. State what firm that was and give us the full names of its members.—A. It was the firm of Barber & Langdon, owners of the Le Droit Park enterprise, which is a large domain below the university, in that part of the city. Mr. Barber's name is Amzi, I think. I do not know Mr. Langdon's name.

Q. Through Mr. Barber, the trustees of the Howard University are rid of this loan ?—A. We consider the loan as substantially settled. The university, as I understand, still holds all the original security.

Q. Was Mr. Barber an officer of the university ?—A. He had been.

Q. Was he an officer of the university at the time the loan was obtained ?—A. At the time the arrangement, the shift, was made he was a man of business, and no longer an officer of the university.

Q. Who constituted the board of trustees of the Howard University by whom the loan from the Freedman's Bank was negotiated ?—A. I cannot recall the names. Myself was certainly among the number ; others were Senator S. C. Pomeroy, Bishop Talbot, Bishop Brown, Mr. Fred. Douglass, Francis H. Smith, I think, and G. W. Balloch. I cannot, with certainty, recall all the names.

Q. Was General O. O. Howard one of the trustees of the university ?—A. He had been, but I do not know when his connection with it ceased. I think he must have been a trustee at that time.

Q. For what purpose was that loan obtained, and how was it expended by the trustees of the university ?—A. It was obtained to meet the liabilities of the university, debts, &c., and was expended, I suppose, in their liquidation.

The CHAIRMAN. You were a trustee of the university, and certainly ought to know something about how its affairs were managed.

The WITNESS. I was not on the executive board.

The CHAIRMAN. But you were a trustee, and it was your duty to know what the executive board did, whether you were a member of it or not. The executive board was only acting for the trustees, and the trustees are responsible for its acts. I ask you for what purpose this money was obtained and how it was expended ?—A. I cannot give you a better answer than I have given.

Q. To whom was it paid over : into whose hands did it go ?—A. Into the hands of the treasurer.

Q. Who was the treasurer at that time?—A. I cannot tell, there have been so many changes.

Q. Who is the present treasurer of the Howard University?—A. Mr. J. B. Johnson, I think, is secretary and treasurer.

Q. Where does he live?—A. At the university.

Q. Do you know anything about the affairs of the Metropolitan Paving Company?—A. No, sir.

Q. Or of the Abbott Paving Company?—A. No, sir.

Q. Or of the National Seal-Lock Company?—A. No, sir.

Q. Or of the Columbia Railroad Company?—A. No, sir.

Q. You say you know nothing about any of those companies, yet the record before us shows that while you were president of the Freedman's Bank, and one of its trustees, very large loans, amounting in one single instance to \$180,000, were made on the security of the stocks of those companies. Do you know of any parties who were stockholders in any of them, who had any connection with the bank itself or any business relations with any of its officers?—A. I do not know positively who were stockholders in any of them. I always understood that Mr. Lewis Clephane had something to do with the Abbott Paving Company.

Q. Are not the Metropolitan Paving Company and the Abbott Paving Company the same?—A. I believe so. I don't know of any other person who is connected both with the bank and with either of these companies.

Q. Do you know of any parties who obtained loans on the stock of any of those companies who had any business connection with any trustee or officer of the Freedman's Bank?—A. No, sir; I do not.

Q. What has been Mr. Clephane's general business since you have known him?—A. He was city postmaster when I first knew him. He afterwards became trustee of the Freedman's Bank, and then went into business of various kinds.

Q. We want some of those variations, if you can give them to us.—A. I cannot give them to you; I did not follow them very closely.

Q. State whether Mr. Clephane had any business relations with Mr. J. V. W. Vandenburg?—A. I understand that they were connected in the pavement company.

Q. Vandenburg was contractor for paving-work?—A. I think so.

Q. And you understood that Clephane was connected with Vandenburg in the paving business, Vandenburg being contractor for paving streets?—A. I understood so.

Q. Do you know of any connection of a business character between John O. Evans and Hallet Kilbourn, or either of them, with Vandenburg?—A. No, sir. Mr. Clephane was a member of the trustee board of the Freedman's Bank.

Q. I understood you to say that you know of no business relations between Kilbourn and Evans and Vandenburg?—A. No, sir.

Q. Do you know of any business connection between Mr. Clephane and the real-estate firm of Kilbourn & Latta?—A. No, sir; I do not.

Q. Do you know of any business connection between Kilbourn & Latta, or either of them, and Vandenburg?—A. No, sir.

Q. You have mentioned the Le Droit Park enterprise; what is that?—A. It is a plot of land cut up into building-lots and sold by the parties owning it; built up usually and sold as improved.

Q. A speculation?—A. It would be called that, I suppose, in common parlance.

Q. Were either of those parties mentioned as the firm of Barber & Langdon connected in any way with the Freedman's Bank?—A. No, sir. They did business with the bank at the counter, but had no official connection with it.

Q. Do you know anything about a loan made to General G. W. Balloch, and, if so, tell whether at the time he was not one of the trustees or officers of the Freedman's Bank, and one of the trustees or officers of the Howard University, and also connected officially with the Freedman's Bureau?—A. I am not aware that he ever got a loan.

Q. The books show that \$2,440 was loaned to "G. W. Balloch, treasurer." Do you know of what he was treasurer?—A. I only know of his being treasurer first of the Bureau, and then, for a time, of the Howard University.

Q. You do not know that that was a loan to Balloch individually, or to Howard University?—A. I do not. The term "treasurer" would show that it was a loan made to him officially.

Q. If it was a loan made to him as treasurer of the Howard University would it not have been charged to the University, and not to Balloch?—A. It might, or it might not. It might have gone in as in account with the treasurer; that is the most usual form in which accounts of corporations are kept.

Q. Do you know General Howard and General Balloch personally?—A. Yes.

Q. Do you know whether either of them own any real estate in the neighborhood of Howard University?—A. General Balloch lives in a house there which he built.

Q. Where?—A. On Seventh street road, beyond the boundary, near the university.

Q. On whose property was it?—A. He bought a lot or lots there from the university.

Q. How did he pay for that property?—A. I cannot tell.

- Q. Did he ever pay for it?—A. I cannot tell; I suppose he did.
- Q. Do you know that he did?—A. I never heard anything to the contrary.
- Q. Do you know of his borrowing any money from the bank to pay for it?—A. No, sir.
- Q. Did General Howard build a house out there?—A. Yes; he built a house also on ground which was the original farm.
- Q. What is the full expense of those two residences, Balloch's and Howard's?—A. I think that General Howard told me that his house cost him \$29,000. I never knew what General Balloch's house did cost. I should say it must have cost him twelve or fifteen thousand dollars.
- Q. Both of them lived on property which originally belonged to Howard University?—A. Yes.
- Q. Do they still own these houses?—A. General Howard does not own his. He sold it when he left Washington.
- Q. When were those houses built?—A. About eight years ago.
- Q. At the time when you were connected with the Freedmen's Bank, was it?—A. Yes.
- Q. Do you recollect O. O. Howard and Henry D. Cooke borrowing \$33,000 from the bank?—A. I think there was some such loan; I do not recollect the amount.
- Q. I believe the books show that loan has not been paid?—A. I believe so.
- Q. Do you know on what security the money was loaned?—A. The books will show, I presume.

By Mr. STENGER :

Q. That loan was entered as being made to O. O. Howard and H. D. Cooke, and in both of the commissioners' reports it is put down to the Young Men's Christian Association; how was that change made?—A. I do not know; I never did know.

By Mr. BRADFORD :

- Q. Cannot you explain the facts?—A. No, sir; I cannot.
- Q. What is the truth? Who got the money originally?—A. The applicants, I suppose.
- Q. Who were the applicants?—A. I have no recollection about it. The record says O. O. Howard and H. D. Cooke. If the record be true, they are the persons who were the applicants.
- Q. Have you no recollection about Howard and Cooke getting the money? Have you not talked to them about it?—A. Never.
- Q. Do you know any fact or circumstance tending to show that Howard and Cooke did get this money?—A. I know that there was a loan charged up to them for a time, and then it seemed to be changed to the Young Men's Christian Association.
- Q. That was just a shift, and nothing else, was it not?—A. I suppose so.
- Mr. STENGER. The commissioners in their last reports say that that matter is in suit now.
- The WITNESS. Yes, it has gone to suit, and the court will have to answer that question.

By the CHAIRMAN :

- Q. What security did O. O. Howard and H. D. Cooke give for this loan—what collaterals?—A. I don't know, but I suppose that it was an interest in the property now known as the Christian Association Building.
- Q. I asked you some time ago the question whether anybody connected with that association had any official connection also with the Freedman's Bank, and you could not tell me.—A. My answer is, some interest in the property now known as the Christian Association Building, was the security probably given.
- Q. Were not General O. O. Howard and H. D. Cooke stockholders in the joint-stock company of the Young Men's Christian Association?—A. I do not know.
- Q. What interest, then, did they have in it?—A. I do not know. If you ask me for rumor and popular talk, I will say that they were, but I have no knowledge of their connection.

By Mr. RAINEY :

- Q. Do you own a house and lot at Howard University?—A. Yes.
- Q. From whom did you purchase that lot?—A. From the trustees of the university.
- Q. Did they hold the property in fee at the time when they sold you that lot?—A. Yes.
- Q. Did General Howard, General Balloch, and yourself buy lots at the same time?—A. About the same time.
- Q. All from the university?—A. Yes; we took up lots, and commenced payments, with a bond for a deed when the payment should be completed.
- Q. Can you inform us whether or not the Howard University has been paid for those lots?—A. To my certain knowledge I paid the full price of my lot as on the plat offered to all purchasers, 9 cents per foot. That was what my lot was put into the market for.
- Q. I want to know if you can inform the committee whether or not, in the purchase of this property, the loan which the Howard University made from the Freedman's Bank was not for the purpose of making that specific purchase?—A. I do not know.

By Mr. BRADFORD :

Q. This \$75,000 did go to pay the indebtedness of the university for that land on which this property was situated?—A. I could not tell.

Q. What is your best recollection about it?—A. I have no recollection about it.

Q. Is it not your best recollection that it did?—A. I cannot swear to recollections which I do not have.

Q. You have some glimmering recollection about it?—A. No, sir.

Q. How could the Howard University have owed so much, unless it was a debt for the purchase of this property?—A. That would seem so, but there were other large liabilities, I suppose.

Q. From whom did the trustees buy this property?—A. From one John Smith.

Q. For how much?—A. One hundred and fifty thousand dollars.

Q. How was that \$150,000 paid?—A. I cannot tell. These matters were in the hands of General Howard and his treasurer, and they managed it without my knowledge at all.

Q. Was there not an understanding among you that this \$75,000 was to liquidate that debt?—A. There never was any such understanding with me.

Q. Looking back on the transaction and refreshing your recollection about it, what do you say now was done with that \$75,000?—A. I do not know.

Q. What is the most probable thing that was done with it?—A. The most probable thing is that it went to the liquidation of debts and liabilities of the university, of various sorts.

Q. Was not that the chief liability which the university had incurred?—A. I cannot tell.

By Mr. STENGER :

Q. Do you know what the unpaid balance on that real estate was at the time this loan of \$75,000 was effected?—A. No, sir. I had nothing to do with the accounts. I had something to do with the building of the school-house, as superintendent of schools. School-houses could be built with Government money on property given or purchased for that purpose. I had nothing to do with the money. The treasurer had the whole matter in charge, and he and General Howard managed it.

Q. They did not keep it a secret from you, did they?—A. Not particularly.

Q. You could have looked into it and ascertained the state of things?—A. I could.

Q. Did you never have any conversation with those gentlemen on that subject?—A. No, sir.

Q. Was it not understood by you all the time that that debt was extinguished so that you could get a good title to your lot before you paid the last of your purchase-money?—A. No, sir. I made no inquiry. I paid, and paid, and when I got to the last payment they gave me the deed; at least Mrs. Alvord got the deed.

Q. Has that land ever been paid for, the whole tract, out of which yours was carved; has the original purchase-money been paid to John Smith?—A. It is all paid, I believe; I supposed so.

Q. Out of what funds was it paid?—A. I do not know.

Q. Did you not make inquiry, at the time the deed was passed to Mrs. Alvord, to see whether the property was paid for or not, and to see that you had a fair, unincumbered title?—A. No, sir; I did not. I took it in good faith, and just gradually paid it off in the course of three or four years.

By the CHAIRMAN :

Q. Did you build a house on your lot?—A. Yes, sir.

Q. What did that house cost?—A. Between \$8,000 and \$9,000.

Q. What did General Howard's house cost?—A. I heard General Howard say that his house, barn, &c., cost him \$29,000.

Q. What did General Balloch's house cost?—A. Between \$12,000 and \$15,000, I think.

Q. And all these houses, at that cost, were built on property purchased of the trustees of the Howard University, without your taking the trouble, any of you, to ascertain whether or not you had a good title. Do you mean to say that?—A. I mean to say that in regard to myself. I took it for granted that General Howard and his treasurer had a good title when they put up the university buildings, and that so my title was also good.

By Mr. STENGER :

Q. In what way was the purchase-money for these lots paid?—A. Mine was paid in cash in small payments, just as I could save them from my earnings from time to time.

By Mr. RAINEY :

Q. In purchasing real estate, is it not customary to have the records examined by some competent attorney, so as to see that the title of the property is good?—A. Yes.

Q. How came you to depart from that custom, especially when your own interest was involved?—A. I knew that the deed from John Smith was a good deed.

Q. Did you have any personal acquaintance with John Smith?—A. No, sir.

Q. Did you know whether he was solvent or insolvent?—A. No, sir.

Q. Did you know whether he was selling somebody else's property or his own property?—A. No, sir.

Q. Were not the lots purchased and paid for, and the houses built and paid for, directly or indirectly, out of the \$75,000 loaned by the Freedman's Bank to the trustees of the university?—A. Mine was not. This is the first intimation that anybody else paid for my house or my land.

Q. Did you not know that General O. O. Howard and General Balloch were both regarded as men of rather limited pecuniary means?—A. They were not rich men, but men of moderate means.

By Mr. BRADFORD:

Q. Do you recollect the loan to O. O. Howard individually of \$5,137?—A. I believe there was such a loan.

Q. It never has been paid?—A. I do not know.

Q. Was not that loan obtained before he built his house?—A. I cannot recollect.

Q. There was such a loan, and you do not know whether it was obtained before he built the house or during the process of building the house?—A. I do not say there was such a loan, unless I have the record before me. I take it for granted, if you have a list of loans, and say that such a one was among them, that there was a loan of that sort. My impression would be that there could not have been such a loan with his individual name, because we were very particular not to let trustees borrow our funds.

Mr. BRADFORD. This loan is put down to O. O. Howard individually.

The WITNESS. He was a trustee at that time.

Q. But he may not have borrowed this money as a trustee. Was such a loan as this \$5,137 ever made to O. O. Howard individually?—A. I do not know; I cannot tell. It may have been made to him individually or as trustee for some other individual for whom he borrowed it, or as an attorney.

Q. You stated a while ago that the \$33,000 loan to Howard and Cooke had been shifted to the Young Men's Christian Association. Who did the shifting; what officers of the bank?—A. I do not know. Probably the actuary, who had all these things in his hands. The finance committee and the actuary had everything to do with the funds. I sat as president of the board of trustees. I wish the committee to understand that my relations to the money matters of the bank were very distant, to say the least.

The CHAIRMAN. The records show that you were a trustee and president of the Freedman's Bank, and one of the examining committee. Do you mean to have the committee understand that, with all these close, intimate official connections with the Freedman's Bank, you exercised no supervision or control over the administration of its funds?—A. Yes; scarcely any, and I will tell the committee why: I was voted out of jurisdiction of the finances, and I will refer the committee to the record of that fact. By the charter, the president was made custodian of the corporate seal, and of all the property, funds, and securities of the company, subject to the control and jurisdiction of the finance committee, and was also made a member, *ex officio*, of the standing committees. The finance committee was to exercise control over all the funds, securities, and property of the company, to direct as to the investments, &c. No securities of the company could be sold or transferred but by vote of the finance committee, duly recorded, in which three members of the committee should concur. But the finance committee decided that the president had no right to vote, his membership on the committee not being by election but only nominal. The trustees acquiesced in the decision, and such became the practice through all my presidency. I dissented from it, but sat upon the committee, having neither a vote myself nor a veto.

The CHAIRMAN. But you had intimate knowledge of the transactions of the committee?—A. Yes. On January 9, 1868, the actuary was empowered, under the sanction of the finance committee, to perform all legal acts in the purchase, sale, exchange, or transfer of any bonds, securities, or other property of the company.

By Mr. STENGER:

Q. Who composed that finance committee when they voted you out and authorized the actuary to do this?—A. Henry D. Cooke was chairman, I think. On May 14, 1868, the custody of the securities was given to the actuary. I had been out in the field stimulating branches, and encouraging people to work and save their money and to deposit it. When I came back from the field, I was requested to devote my whole time and strength to the company. At the next meeting, November 7, 1870, a resolution passed the finance committee as follows: "*Resolved*, That in the opinion of the finance committee the financial operations of the company should continue to be intrusted to the actuary and finance committee." That was after I came back and took my position as president.

Q. You have given the name of the chairman of the finance committee in 1868; I want to know the members who composed it when that resolution was passed in 1868, and also when the resolution was passed in 1870, and also who the actuary was.—A. I cannot tell you who composed the finance committee. I know that Henry D. Cooke was chairman, when it was decided that I had no right to vote. That must have been in 1868. By the next vote, which was in 1868, the custody of the securities was given to the actuary. D. L. Eaton was then the actuary.

By the CHAIRMAN:

Q. Was there an assistant actuary at that time?—A. Yes; G. W. Stickney.

Q. Was there any relationship between him and Eaton?—A. I think that he was Eaton's nephew. On the 9th of January, 1868, the actuary was empowered to perform all legal acts,

and in the same year the custody of the securities was given to him. When I came back from the field, the finance committee wanted me to look after things very specially, and voted that I should take my position; but on taking it, the finance committee at once brought in a resolution, which was got through the board, that the custody of the securities, funds, &c., should still continue to be in the hands of the actuary and of the finance committee. This action had, and was designed to have, the practical effect of sending the presiding officer again to field-work.

By Mr. STENGER:

Q. Was the same actuary and the same assistant actuary then in office?—A. Yes.

Q. Who composed the finance committee then?—A. I should say that Mr. Cooke was still chairman; the other members were William S. Huntington, Lewis Clephane, Mr. Tuttle, (the former assistant treasurer of Howard University,) and Mr. G. W. Bailloch.

Q. Were you on the finance committee?—A. I was an *ex-officio* member of it, and on inquiry as to what that meant, it was decided that I had no right to vote or to veto; and although I protested against that decision, still the board seemed to fall in with that interpretation, and I had to acquiesce.

Q. How many gentlemen composed the finance committee?—A. Five.

Q. These five gentlemen who composed the finance committee in 1870, are they the same who composed the finance committee in 1868, when that first action was taken in regard to yourself?—A. I think so; we had occasional changes of one or two, but substantially it was the same committee.

By Mr. BRADFORD:

Q. Are there any evidences in those books [referring to four memorandum-books which witness had been consulting] of frauds or irregularities in the bank?—A. These four little books are what I wrote out as the history of this institution from the beginning, for my children, if you please, or for somebody else. All that is written in them is true, from first to last, and if you want the history of this institution from first to last, and put me under oath, I will read the whole of these books, if you have patience. It was mainly during this time—of these alterations and putting me into a tight place—that questionable loans were made.

Q. How many loans, to your knowledge, were what you would call questionable loans?—A. I cannot tell you how many. Some loans, for instance, were made on personal chattels, city scrip, &c., and loans were made by cashiers without the knowledge of the trustees. To these irregularities may be added the liberty given by the actuary to do general banking-business at some branches, also the acceptance of insufficient securities, giving credit to unworthy parties, and the Seneca-stone arrangement.

By the CHAIRMAN:

Q. Do you know of any other instance than that which you have mentioned in which there was a shifting of loans from one description of securities to another?—A. No, sir; I do not. Being, as you say, thrown out, and being absent, sometimes in New Orleans for weeks and months, and up the Mississippi, the finance committee had control of the whole machinery, and even when I came back and took my position as president I was thrown practically outside of the committee.

Q. If I understand you, there were questionable loans, the character of which you have described. Were they made prior to the amendment of the charter of the bank on May 6, 1870?—A. There were certainly some things which I did not like previous to the alteration of the charter. I always wanted to have a simple savings-bank, kept closely and carefully for the custody of those for whom I originated it.

Q. Was not the design originally, when these scattered, illiterate, and poor depositors were invited to put their funds in the bank, simply to have it a savings-institution, in which their funds were to be deposited, invested by their friends for their benefit, and that they were to receive the dividends?—A. Yes, sir.

Q. A general banking-business was not contemplated?—A. No, sir; I can swear to that very strongly. I know what I meant when I got it up, and I know how I struggled to keep it so.

Q. Who applied for the amendment of the charter, and on whose suggestion was the application made to Congress?—A. It was talked of a long time, until at length it was resolved to ask for liberty to loan money on borrowed security, where more interest would accrue and larger dividends be paid. I do not know who first suggested it.

Q. Prior to that time, had the investments and loans of the bank been made on United States securities exactly as the original charter required?—A. Pretty nearly so; mainly so; always so at first. If some things crept in toward the last, they were irregularities.

Q. Who championed the amendment of the charter before the House committee?—A. I know that Mr. Huntington came to the Capitol and saw leading prominent influential gentlemen on the Committee on the District of Columbia, and told them that was just the thing to be done.

Q. Is it or is it not true that the suggestion of this amendment to the charter came from the officers of the bank without previous conference or knowledge on the part of the depositors?—A. Yes: I should think that that was true.

Q. Is it not a fact that prior to the commencement of this system of loans on a broader basis, as you call it, the loans and investments in United States securities were entirely safe, and readily converted into money?—A. Yes, sir.

Q. How has it been since?—A. We used up all our stock in the panic.

Q. If you had not swamped so much of your money beforehand on real estate, and if your investments had continued to be made in United States securities, state whether the bank would have had any difficulty in coming through the panic.—A. No, sir.

Q. Then the panic did not occasion the exhaustion of your stock, but the exhaustion of your stock originated in the fact that you had invested too much in bad securities?—A. We probably could have stopped the thing with \$500,000 in United States stocks, if we had not spread in other directions.

Q. If the United States securities were unquestionably good, and if you collected your interest and paid dividends to your depositors, what was the necessity for wanting to extend the basis of your loans? There was no difficulty in paying dividends on United States securities?—A. A number of things came up in the course of the discussion, among them the question in Congress of funding the national debt at lower rates of interest. If that was done, and if our investments were in United States securities, we could not pay the 5 per cent. to depositors that we had been accustomed to pay, or could not have paid a dividend which could have compared with the dividends of other savings-banks. That was one reason. Then, pretty generally in the South, men could loan their money at a higher rate than they could get from us, and they begged that we would give them a larger interest, which we could not do, with investments in United States securities at 6 per cent. and with a prospect of those securities being reduced to 4 per cent.; hence one motive of the change was the hope of being able to pay our depositors a 6 per cent. dividend, if possible, which they clamored for.

Q. In what way and through what channels did the depositors ever clamor for 6 per cent. dividend?—A. In correspondence. They said that they could get 6, 7, 8, and 9 per cent. by loaning it, and that they would take their funds out of the bank if we would not make the dividend larger. That was the popular—I ought not to say clamor, perhaps, but demand—all through the South at one time.

By Mr. RAINEY:

Q. Did any petition come up directly from depositors as depositors in any section of the country asking the board to increase their dividend, and setting forth the facts which you have specified?—A. I do not recollect any formal petitions. Individuals who were in a sort of small brokerage business wanted to make more out of their money than they could by putting it in our bank.

By the CHAIRMAN:

Q. Do you know of any speculators or brokers of incorporated companies of any sort who interested themselves in having a law passed authorizing an investment of the funds of the Freedman's Bank on real-estate security?—A. No, sir; I do not. I know that Mr. Huntington came up to the Capitol very anxious to get the thing through, and he went to members and urged it with all his eloquence.

Q. Mr. Huntington was the cashier of the First National Bank, of which Henry D. Cooke was president?—A. Yes, sir.

Q. Do you know of any operations in real estate being carried on by Henry D. Cooke singly, or by Henry D. Cooke and William S. Huntington, or any other person connected with the First National Bank?—A. I do not know of any operations being carried on by them in real estate in this region, unless you call the investments in the Northern Pacific Railroad Company speculations in real estate.

The CHAIRMAN. My understanding of your evidence now is (and you will correct me if I am mistaken) that up to within a short time of the amendment of the charter in 1870, and up to the time that you were voted out by the finance committee, the affairs of the bank had been mainly conducted on the basis originally provided in the charter, and have been conducted safely and beneficially to the depositors, but that very soon after the time when you were voted out the funds commenced to be used in loans or investments made on questionable securities, and that, had not this been done, but had the funds been employed as they should have been, and invested as the charter originally directed and required, the bank would have been able, in your opinion, to have stood the panic of 1873, and to have redeemed its obligations to its depositors. That is the import of what I understand to be your testimony.

The WITNESS. Yes, sir; substantially I should say that that would be my statement. I would not like to have you say that I was voted out.

The CHAIRMAN. I understood you to say distinctly that you were voted out.

The WITNESS. Then let it go so. It was a sort of voting out.

The CHAIRMAN. What would you call it—deposed?

The WITNESS. Perhaps so.

Mr. RAINEY. Deposed from the exercise of your legitimate official functions?

The WITNESS. Yes, sir; I suppose in common parlance I should use those terms. They

destroyed my power to stop these bad things and to prevent them, and the committee at that time had meetings at which apparently they did not want me to be present.

By the CHAIRMAN :

Q. Be good enough to enumerate *seriatim* the securities on which loans and investments were made which you designated as questionable.—A. I cannot designate them in any shorter terms than as I have done; for instance, personal chattels, &c.

By Mr. BRADFORD :

Q. How many loans were made on that sort of security?—A. Not very many. There was a loan made to the Arlington Hotel Company on a chattel-mortgage on furniture.

Mr. STENGER. And also to the Saint James Hotel?

The WITNESS. Yes. Another class was city scrip.

By Mr. BRADFORD :

Q. To whom were loans made on city scrip?—A. I cannot exactly say. They did them and recorded them, and the commissioners have the record.

Mr. BRADFORD. Go on.

The WITNESS. Then there was a practice of cashing drafts at branches.

Q. Is that what you call chattel security?—A. No, sir; when a man wants a draft cashed he comes to the bank and gets it cashed.

Q. Whether he has deposited in the bank or not?—A. He probably would be a depositor, but often that draft would be beyond the amount of his deposit. He would get it as a matter of accommodation, so that the bank became an accommodating institution. I do not mean to say that this was a general thing, but there were cases of that sort which alarmed me. Then there were loans by cashiers of the branches made without the knowledge of the trustees, they saying that they had permission from the actuary to make loans.

By the CHAIRMAN :

Q. Does not that include the Washington branch also?—A. No, sir; the loaning at Washington was always done in the principal office.

Q. Was the cashing of drafts carried on as a practice in the Washington branch?—A. No, sir. I do not think it was to any great extent. It was done so more at some of the southern branches, especially at Jacksonville, Fla., where we got in pretty deeply. There was no general practice of that sort at the parent bank in Washington; there may have been over-drafts. In fact, we found that there were, and we struggled to collect them immediately on finding them out.

Mr. BRADFORD. Pass on to the next series.

The WITNESS. I would mention the liberty given by the actuary to do a sort of banking business at some of the branches. This cashing of drafts would have been a banking business, and perhaps I should not have made two heads of it. Then another thing was, merchants putting in money and drawing it out, which gave us a good deal of clerical expense with but little profit. There were things of that sort which were not quite legitimate, as I always thought, in the case of a pure savings-bank. It was irregular, and a thing not designed by the charter.

Q. Then insufficient securities were accepted; what did you regard as insufficient?—A. I do not think that we had enough of city scrip (even if we could have taken it) on some loans, to have them properly secured. I generally endeavored to see that the real estate on which we made loans was double the value of the loan. I frequently went myself, although it was not my business, and looked at estates, but the actuary generally took it upon himself to see them. Sometimes real-estate brokers were consulted. We had no permanent appraiser. But as the loans here were made on property in the District, those of us who had lived here some time knew pretty well what property was worth in various localities about the city, and generally some of us went to see the property, and, on our best judgment, the property was generally worth at that time double the amount of the loan asked for. I never myself gave the least sanction to any loan that was not on property which I conscientiously thought was worth double the money.

Q. Then, of course, these were not the securities which you regarded as insufficient?—A. No, sir.

Q. You have spoken of questionable securities; please to inform us what those were; describe the classes of them.—A. I have given you the classes of those securities. I would say that the Vandenburg loans were on insufficient security. I do not think there was enough of it to cover the loans. I will not be positive as to anything else.

Q. You spoke of the Seneca Stone and such like securities.—A. I will specify these individual loans afterward. I think Mr. Gassaway got some money without security. I think Mr. Huntington got some.

By Mr. STENGER :

Q. Who was Mr. Gassaway?—A. He was a clerk in the First National Bank, of which Henry D. Cooke was president. Money was loaned to Mr. Huntington on a house which I afterward saw, and which I thought was not sufficient, as not being worth double the amount of the loan.

By the CHAIRMAN :

Q. What do you think of the loans to Juan Boyle & Co. ?—A. I do not know anything about them, or the loans to S. P. Brown & Co. ; I did not know anything about them.

By Mr. STENGER :

Q. Do you know who S. P. Brown is ?—A. Yes.

Q. What is his business ?—A. When I knew him he was in the coal and lumber business ; shipping lumber from Maine and coal from Pennsylvania.

Q. Had he any business connections with any of the trustees or officers of the Freedman's Bank ?—A. No, sir.

Q. I see that there is a difficulty about the property which he gave as security—that the title to the property is in dispute. Who is the attorney who was authorized, at the time these loans were made, to examine the title to the property ? Who was the attorney that was acting for the bank ?—A. The solicitor of the bank was Mr. J. J. Stuart for a number of years. John M. Langston was solicitor for a short time, though I do not know that he ever considered himself as solicitor. We always required an abstract of title from the leading gentlemen who were in the real-estate business here. We selected two or three or four houses that are known to be reliable in that business, and abstracts of title were always required.

By Mr. RAINEY :

Q. Was John M. Langston at any time a member of the finance committee ?—A. Yes, sir.

Q. Was he a member of the finance committee while he was acting as solicitor of the bank ?—A. I cannot tell that. He professes never to have acted as solicitor.

By Mr. STENGER :

Q. Do you know John W. Hunter ?—A. No, sir.

Q. I see a loan of \$14,160 made to John W. Hunter *et al.* Do you know to whom that money was given ?—A. No, sir. I see that the title to the securities given for that loan is also in dispute.

By the CHAIRMAN :

Q. There was a loan of \$175,000 made to E. H. Nichols, treasurer, on which there is a balance still due of \$18,379. State of what Nichols was treasurer, and on what collaterals that loan was obtained.—A. Nichols was treasurer of a certain corporation which had to do with Kickapoo Indian land-titles in Kansas.

Q. And the security he gave was of the scrip or stock of that corporation ?—A. Payable scrip of that corporation. It was in some respects guaranteed by Mr. A. S. Barnes, of New York, a wealthy individual.

Q. What was the style of that corporation ?—A. I cannot give it to you.

Q. All you know is, that it was a corporation which had something to do with Kickapoo Indians and land-speculations in Kansas ?—A. Yes ; Mr. Edgar Ketchum, a lawyer in New York, searched the whole thing through and through, and reported that it would be a good security of the kind. It proved to be a good loan, and has been paid promptly right along.

Q. I see a loan of \$30,718 to James G. Berret, president. Of what was he president, and on what security was the loan obtained ?—A. I do not know. I have no recollection of any such loan.

Q. I see a loan here of \$1,556.51 to A. T. White, treasurer. Of what was he treasurer, and on what security was the loan ?—A. I do not know. I did not have anything to do with it.

Q. I see a loan of \$2,830 to C. B. Bailey, treasurer. Do you know of what he was treasurer ?—A. No, sir.

Q. I see here a loan to Hallet Kilbourn, president, of \$3,885.16, with no collaterals. What was he president of ?—A. I do not know what he was president of. I know Hallet Kilbourn very well, of the firm of Kilbourn & Latta.

Q. Was he not also a trustee of the Freedman's Bank ?—A. No, sir.

Q. Had he not some connection with the bank ?—A. No official connection.

Q. Was not the firm of Kilbourn & Latta often called upon by the bank to appraise real estate on which loans were made ?—A. Yes. They were sometimes called upon in a case of difficulty, where we wanted advice, but they were not permanently employed.

Q. Did they not in their firm character, or as individuals, carry on a general brokerage business, negotiating loans for their customers at the Freedman's Bank on real estate securities ?—A. That was their business, as I understood.

By Mr. BRADFORD :

Q. Were they not elected appraisers, and paid accordingly ?—A. No, sir. I have no recollection of their being elected. They occasionally did appraise property on which loans have been made.

(Mr. Bradford read from the minute-book of the board, in the proceedings of June 9, 1870, a minute showing that Kilbourn & Latta were employed as appraisers, who were to be consulted in cases where the actuary was not aware of the value of the property, or in cases

where there was doubt or question as to its value, and that the fees for appraisement should be graduated on the amount of the loan and on the value of the property on which the loan was sought.)

The WITNESS. I have no doubt that that is correct.

Q. You were present at the meeting?—A. Yes, sir.

Q. And that is a correct copy of the minutes of its proceedings?—A. I suppose so, if it is signed by the secretary.

Mr. BRADFORD. It is signed by D. L. Eaton, actuary.

The CHAIRMAN. The point to which your evidence tends is, as I understand you, that Kilbourn & Latta were recognized by the bank as its agents to appraise real estate on which loans were asked, and were allowed to negotiate such loans for their customers, and their fees and compensation were regulated by the amount of the loan, and by the value of the security, according to their own report. Do I understand you correctly?—A. I have no knowledge of their negotiating loans, but I presume that they did.

Q. I want you to say whether they occupied this double relation to the borrower and to the lender, and that by the authority of the officers of the bank?—A. I mean to say that the record is undoubtedly correct. I want however to add here, that there was a time at which it was forbidden that any broker should negotiate loans from the bank. Some of us objected to it; we saw evils in it. There is somewhere a vote of the trustees that this was not to be done by any broker, (I got it through,) but that applicants shall come directly to the office.

Q. I see C. W. Hayden mentioned as a borrower of the bank, and he is designated as president also; of what was he president?—A. The Maryland Freestone Mining and Manufacturing Company.

Q. Was that loan made to him in his official character, or as an individual?—A. As an individual, I suppose.

Q. Who was the Rev. E. P. Smith, and what connection had he with the Freedman's Bank?—A. He was the Commissioner of Indian Affairs until recently. He was trustee of the bank for a short time. I ought to say that he resigned his trusteeship before he became Commissioner of Indian Affairs.

Q. He is described here in some of these reports as missionary?—A. He was the field-secretary of the American Missionary Association, visiting the freedmen and schools, and carrying forward a large number of schools which they patronized. He was influential among the colored people, and was chosen a trustee of the bank for the sake of securing his interest in the great southern field.

Q. He operated generally in the South?—A. Yes.

Q. The South was generally the field of the Freedman's Bank?—A. Yes, sir. I think he resigned before he was appointed Commissioner of Indian Affairs.

Q. Can you inform the committee what E. P. Smith knows about the affairs of the Freedman's Bank which should have rendered it desirable to have his room rather than his company in this city, as I am informed that you have stated that I gave him leave of absence to go to Africa?—A. I will answer the first part of the question. I do not know that he knows anything particularly about the affairs of the Freedman's Bank except as a trustee, when he occasionally met with us. He was generally absent from the city, but he met with us occasionally. I do not know that he knows anything about the internal workings of the Freedman's Bank. As to the last part of the statement, as to his getting leave of absence to go to Africa, I heard him say that he had the consent of the Indian Committee to go to New York to make arrangements, on the condition that he should come back to Washington by the next train, if telegraphed for. I certainly heard him say that he had an interview with that committee, and had that permission, that he could go to New York and make arrangements for a voyage for his wife and daughter.

By Mr. BRADFORD:

Q. Is he going to Africa?—A. No, sir.

Q. What did you mean by that expression?—A. The committee that wanted him to testify was the Committee on Indian Affairs, and he is now, I understand, before that committee. He has been back and forth from New York.

By the CHAIRMAN:

Q. Did you not tell George W. Alexander that you had a conversation with E. P. Smith, and that you had been told by him, or stated it on your own authority, (I forget which,) that I had given him permission to leave the city?—A. No. I never knew who the chairman of either of these committees was. Mr. Smith told me that he had been up before the committee, and that he had been told that he was not wanted at present, and that he would be telegraphed for if needed, when he would return to Washington by the next train.

Q. You never did say, then, to any one that the chairman of this committee had had any interview with Mr. Smith, or had given him leave of absence?—A. No, sir. Mr. Alexander wanted to know why Mr. Smith had gone away. I said that he told me that the committee had given him leave to go to New York, and to come back if telegraphed for. The committee to which I referred was the committee before which Mr. Smith had been summoned, viz, the Committee on Indian Affairs. I did not know of this committee at that time.

Q. Was there or was there not a purpose on your part to convey the idea to Mr. Alexander, and through him to the public, that this committee, or its chairman, had permitted an important witness to leave the city?—A. No, sir. I simply wanted to say to Alexander that Smith had not run off, but that the committee had given him leave to go. He asked me if Mr. Douglas was on that committee. I said that I didn't know whether he was or not, but that if Mr. Douglas was the chairman of the Indian Committee, it must have been he who had given Mr. Smith leave to go to New York.

The CHAIRMAN. I want it entered here, in vindication of myself and of the committee, that Mr. E. P. Smith has never been summoned before this committee, and is, I presume, not known to any member of it even by sight.

Mr. RAINEY. With the exception of myself. I saw him frequently in the Committee on Indian Affairs as Commissioner.

The WITNESS. Mr. Smith was speaking, and I was repeating his statement, as to another committee entirely. I was vindicating him for not running off.

By the CHAIRMAN :

Q. The subpoena under which you came here directs you to bring the stock-book of the Maryland Freestone Mining and Manufacturing Company; you have not done so: why?—A. I have not that book. If there ever was such a book, I never saw it myself.

Q. Are there any reports of the treasurer of that company in your possession?—A. No, sir; there are not.

Q. Do you mean to say that the Maryland Freestone Mining and Manufacturing Company, with a nominal capital of \$500,000, kept no stock-book, and that the treasurer of the company kept no accounts?—A. I presume that the company has a stock-book, but it is not in my custody.

Q. In whose custody is it?—A. It may be in the custody of the treasurer or of the former president.

Q. Who are they?—A. Mr. C. H. Risley is the present treasurer. The books are not under my control. They have always remained in the old safe. I have never taken them out of that safe, and never have had any occasion for them.

By Mr. BRADFORD :

Q. Your office as president invests you with the custody or control of them.

The WITNESS. I suppose so.

The CHAIRMAN. Then we require you to bring them before the committee.

The WITNESS. There is a list of stockholders in this record, (handing a book to the chairman.)

Q. Did you have any conversation with A. M. Sperry in reference to the stockholders of the Maryland Freestone Mining and Manufacturing Company?—A. I probably have had conversation with him; I presume I have. He was chief clerk in the Freedman's Bank, and an old friend of mine. Mr. C. W. Hayden was president and treasurer of the Maryland Freestone Mining and Manufacturing Company at one time.

Q. And is at present lessee of its property?—A. He was, up to the 1st of January, 1876, lessee.

By Mr. STENGER :

Q. You said, in the course of your examination, that there were certain meetings of this finance committee at which you did not think they cared much about having you present, and you were going on to say that you tried hard to get to several meetings. How did it happen that you could not get there?—A. They were to have met every Monday at 12 o'clock. I was always on the ground, but the members of the committee were not. Some out-door business, as it was said, would prevent Mr. Cooke coming, and I would go home, and come to the bank on the next Monday; but it was only occasionally that I succeeded in getting into an actual session of the finance committee.

Q. Did you find that the committee had met, and held a session in your absence?—A. I could not say that they did. I do not know. There were, undoubtedly, sometimes a majority of the committee that acted, if you please, on the street.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, February 8, 1876.

The committee met at 10½ o'clock. Present, Messrs. Douglas, Bradford, Riddle, Farwell Rainey, and Frost.

J. W. ALVORD recalled.

By Mr. BRADFORD :

Question. You were speaking in your former examination of meetings of the finance board being held while you were not present. How frequently were such meetings held, at which

you were not present?—Answer. Not frequently. I was usually present when I could possibly be. [A portion of the testimony of last Saturday having been read to the witness.] I will add that such occasional absence was only during a short period in the commencement of things. The thing got into some regular shape afterward, and when I was in town I always attended the meetings of the board. They were held, after we had completed our building, in the directors' room, and I was always there when in town. This thing was only for a short period during the starting of operations here in Washington, after my return from the field.

Q. Did that period cover the time when these improper loans were granted?—A. No; I do not think that that period did. In the course of a few months, I succeeded in getting things straightened, and I took my place in the committee as ex-officio member, though never to vote. If I did vote it was informal. The ruling of the committee was that I was but a nominal member, not a voting member. A quorum was made by three without me.

Q. Am I to understand from that answer that you participated in granting those loans which were improperly secured?—A. Will you please refer me to any particular loan?

The CHAIRMAN. I mean the loans represented in this commissioners' report as not having been properly secured, for instance that \$33,000 loan granted to the Young Men's Christian Association, and loans of that character.

A. I do not recollect; I think I was not present when that was acted upon. We usually granted, at each meeting of the board, loans to the amount of twenty, thirty, forty, or fifty thousand dollars, in sums of from one to two, five, ten, or fifteen thousand dollars, and it would be impossible for me to state definitely whether I was present at the granting of any particular loan, except in some remarkable case. I should like to say something of the university loan, although that loan has been shifted now, since Barber & Langdon are to pay it. Still the bank retains all the collateral securities, trusts-deeds on real estate that were given when the loan was first obtained. The bank is secured, not only by Barber & Langdon's pledge to pay, but by all the original securities which still stand.

Q. Who were the parties who originally obtained that loan of \$75,000?—A. The trustees of the university.

Q. You say that that loan was shifted?—A. I said it was shifted, or so arranged, as that Barber & Langdon were to pay it in lieu of a certain indebtedness to the university, but the bank retained not only the securities which Barber & Langdon gave, but the original securities which made the first loan safe.

Q. How could you bind the second parties to pay the debt without any consideration in the premises?—A. These parties bought land from the university, the whole plot on which Le Droit Park now stands, and they undertook to pay the bank for their indebtedness. Instead of paying the university.

By the CHAIRMAN :

Q. Then, if I understand you, Barber & Langdon, when they assumed the debt to the Freedman's Bank, assumed it only to the amount that they were indebted to the university for the purchase of this property?—A. My impression is that they assumed the whole debt. There was not much difference between the two indebtednesses, theirs to the university and the university to the bank. They were somewhere near the same amount.

By Mr. BRADFORD :

Q. Has not the university been discharged from that debt?—A. Only as Barber & Langdon pay it.

By the CHAIRMAN :

Q. What I was coming at is this: You account for the shifting of the debt from the university to Barber & Langdon, by saying that Barber & Langdon bought part of the property of the university, and you said the other day that you took as security a deed of trust on Le Droit Park?—A. No; I did not say that.

Q. What did you say? I asked you what security they gave for the debt of the university when they assumed it, and I understood you to say that they gave as security the Le Droit Park enterprise, as you call it.—A. They gave as security property in this park.

Q. Was not that property bought under lien to the Freedman's Bank?—A. No, sir; not the property in the park itself; but these people had built and sold houses in the park and taken obligations which were secured by deeds of trust and mortgages.

Q. On the same property?—A. On the same property.

Q. Was not this property a part of the original property of the university which was bound for this debt to the bank?—A. No, sir.

Q. When you say that Barber & Langdon bought it of us, whom do you mean by us?—A. I mean the trustees of the university.

Q. Were you one of the trustees?—A. Yes.

Q. Had you any authority under the charter of the university to borrow money?—A. I think the charter gives power to buy and to sell, to sue and to be sued, with the ordinary terminology of a charter.

Q. I find the name of General O. O. Howard mentioned as an honorary trustee of the Freedman's Bank. What does that mean; and what were his functions as such honorary

trustee?—A. We had a few such men, prominent men of the country, who were admitted to our councils, and to the discussion of questions, but not to vote.

Q. Can you point out any provision in the charter of the Freedman's Bank which recognizes any class of officials known as honorary members?—A. I do not think I can; it was a mere compliment.

Q. They were admitted to your meetings as a mere compliment, and they participated in your discussions to the extent, I suppose, of exercising some influence on your action, did they not?—A. I cannot tell you. I only know that General Howard was with us occasionally.

Q. They were invited there; they were given an honorary position at the board; were they there merely as an ornament, or did the board of trustees listen to and heed their counsel and advice?—A. The board listened respectfully to what they said.

Q. Did not these honorary gentlemen exert a great influence over the board?—A. I cannot tell you. I myself listened to everything and put the motion. I did not vote even in the board; what influence they may have had I cannot swear to; it was not frequently that General Howard was with us; occasionally he would come in, sit and listen, and occasionally make a remark. He took no extended part in the discussions.

By Mr. FARWELL:

Q. Did the discussions relate to loans?—A. Never. (Mr. Alvord changes this to) "Yes, in part."

Q. What were these meetings at which General Howard was present?—A. He was an honorary trustee.

Q. What was the usual subject of discussion at the meetings?—A. Matters pertaining to the interest of the bank, agencies, &c.

Q. Were loans discussed there?—A. The report made by the actuary and the finance committee was read and acted upon.

Q. I understood you to say that the board of trustees never made loans, but that they were left to the finance committee?—A. Yes.

Q. Of which committee General Howard was not a member?—A. He was not.

By the CHAIRMAN:

Q. From that response to Mr. Farwell, and from what I should have inferred from the reading of your by-laws, General Howard and the other prominent gentlemen to whom you refer were honorary members of the board of trustees of the Freedman's Bank, the duty of which board was to receive and consider all the reports from the business committees of the institution; am I right?—A. Yes.

Q. Then that board, at which General Howard and these other gentlemen sat, had the authority to exercise and was supposed to exercise a general supervision over its affairs, and had knowledge of what transpired in its management? Is not that so?—A. Yes.

By Mr. BRADFORD:

Q. You say that General O. O. Howard was simply an honorary trustee?—A. We elected him trustee once, but he declined that, and I think we then elected him an honorary member.

Q. Let me call your attention to an extract from the minutes of March 10, 1870. (Extract read showing that General O. O. Howard was elected a trustee at the annual election; J. W. Alvord, president; O. O. Howard, first vice-president; and Rev. D. W. Anderson, D. D., second vice-president. Adjourned to meet at Jay Cooke & Co.'s.) Is that a correct extract from the minutes of that day's proceedings?—A. I presume it is.

Q. Your recollection being refreshed by this extract, you would say that General Howard was an actual trustee and acted as vice-president?—A. My recollection is that he was so elected, but that he very soon informed us that he could not accept such a position properly; that he was in a condition not to accept it, and he refused it.

Q. He must have acted a short time?—A. I do not think he ever acted as trustee. My impression is that he never acted as vice-president or trustee.

Q. Were you in the habit of meeting at Jay Cooke & Co.'s bank?—A. Not after our bank-building was erected. Previous meetings to which I alluded were in Jay Cooke & Co.'s bank. I mean the first meetings previous to the erection of our bank-building. It was there that there were some irregularities in our finance-committee meetings. I repeat that because I want to have the committee understand perfectly that this was only for a short period, when we were in an out-door condition of things, meeting where we could, usually in the bank of Mr. Cooke.

Q. You certainly had a place of meeting of your own prior to March 10, 1870, without using the banking-house of Jay Cooke?—A. Yes; we had an office on Seventh street, but it was very small.

Q. Was not Henry D. Cooke a member of the firm of Jay Cooke & Co.?—A. Yes; I suppose so.

By the CHAIRMAN:

Q. Who else composed the members of the firm of Jay Cooke & Co.?—A. Jay Cooke,

Henry D. Cooke, Mr. Fahnestock, and a number of other junior partners, if I am rightly informed.

Q. Do you know who composed the board of trustees of Howard University?—A. The incorporators named in the charter were the first trustees. They perpetuated themselves, I think. The charter gave them a self-perpetuating power, which they exercised.

Q. And they afterward made you one?—A. Yes.

Q. And you were one at the time of the negotiation of this loan?—A. I think I was.

Q. And you were also president of the Freedman's Bank?—A. Yes.

By Mr. RAINEY :

Q. State to the committee what, to the best of your knowledge, the loan of \$75,000 to the Howard University was made for.—A. I have inquired of the treasurer, and he told me that it was for the payment of construction-bills for professors' houses and for the building erected for the normal department, which cost about \$10,000, and for the payment of other bills which had accumulated in the foundation-work. The expenses of the university having carried us into debt, we got out of debt in that way; that is, out of individual debts. The money was expended, as I am told, wholly in furnishing the university with buildings and in paying its debts which had accumulated. It is as I supposed it was. I find that the money was expended for the wants, liabilities, and debts of the university.

By Mr. BRADFORD :

Q. Do you know from what source the university derived the money with which it paid for the land, comprising the land on which your residence is?—A. No, sir; I cannot tell now where it got it.

Q. What is your best recollection?—A. I have no recollection. I was not in the board at that time.

Q. What was the amount of the purchase-money?—A. I understood \$150,000.

Q. And you cannot tell from what source the university derived the means for paying it?—A. No, sir; I was not in the board at that time.

Q. Do you not know that it was derived in some way, directly or indirectly from the Freedman's Bank?—A. I do not think it was. The Freedman's Bank had not much money at that time.

Q. But subsequently?—A. The university never got any money from the bank that I know of except this one loan.

Q. Were lots on that property sold to any other persons than those connected, directly or indirectly, with the Freedmen's Bureau, Howard University, or the Freedman's Bank?—A. Yes; they were put in the market through a land-broker, and they were sold to all who would buy them. I suppose there were a score of gentlemen who purchased lots. Very few who belonged to the university purchased any; only two or three of us, who took lots and paid for them and started the thing, as such things are usually started, by a good example.

By the CHAIRMAN :

Q. What became of the money paid for the purchase of these lots?—A. I do not know. The treasurer of the university can answer that.

Q. Was any part of it used to re-imburse the bank?—A. I do not know. I think I had my lots paid for at the time of the loan.

Q. Had you bought and paid for your lot before the trustees of the university had paid for and obtained title to the property which they sold you?—A. Yes; I think I had.

By Mr. BRADFORD :

Q. From what source did the university derive its principal revenues?—A. The Government placed at the disposition of the commissioners of the Freedmen's Bureau money with which to build school-houses.

Q. Was the money sufficient to accomplish that object?—A. It accomplished a great deal. We built a great many school-houses all over the country.

Q. I understood from what you said this morning that the \$75,000 borrowed from the Freedman's Bank went to pay construction-bills. I suppose that that fund was used to supplement the Government fund in paying for the construction of buildings?—A. I suppose so.

Q. Therefore it must have been needed to supplement that fund, or else it would not have been so employed?—A. I inquired what buildings it was for; the answer was, "Professors' houses," of which two were built, and a normal-department building, which was subsequently built.

Q. Then the Government appropriation must have been exhausted before the use of the \$75,000 of borrowed money?—A. Very likely.

Q. From what source is it probable that the university acquired the money to pay the \$150,000 for its real estate?—A. I cannot answer that question.

By the CHAIRMAN :

Q. I understood you to say on Saturday that agents were employed by the Freedman's Bank to appraise real estate on which the bank took security for loans granted, and that the

same agents were authorized to negotiate, and did negotiate, loans with the bank for their clients.—A. I said a part of that, not the whole.

Q. And that their compensation was by the board of trustees regulated in such a way as to be predicated on the amount of the loans granted and the value of the security taken?—A. I said a part of that.

Q. Have you any reason to suspect that larger loans were negotiated or granted, and very inadequate security taken therefor, by an arrangement between these outside agents and some officials or agents of the bank, in which the latter were to share in the gains?—A. I have no reason to suspect that. The thing was done only very rarely. We appraised property ourselves, but in case of difficulty we were allowed to go to certain parties and secure their judgment as professional men. But that, to my knowledge, was done very rarely—very rarely. I emphasize that, although they were designated as men whom we could consult, and at times did consult.

By Mr. BRADFORD :

Q. That sort of investigation was casual and unofficial?—A. It was casual ; it was official when we resorted to it. We were allowed to consult them, but in nine cases out of ten, at least, we did not consult them, but we went to look at the property ourselves. The actuary usually went ; I went occasionally as I was here at home and could have time to go.

By the CHAIRMAN :

Q. Was there not a real-estate broker in this city, named Warner, who was sometimes employed by the bank, or permitted by the bank, to negotiate loans with the bank and to fix the value of the assets which were given as security?—A. There was a man named B. H. Warner, who, with others, sometimes did attempt to negotiate loans, and did, I suppose, negotiate them, until we found that it was fruitful of evil. It seemed to take money from the applicants which they need not give away, and we passed a resolution saying that all applicants for loans should come directly to the actuary or to the board, and that there should be no middlemen.

Q. Why was that resolution adopted, and what were the difficulties or evils intended to be remedied by it?—A. The evil intended to be remedied was in regard to ignorant men who did not understand real-estate business, and who thought, I suppose, that brokers could help them. We saw that they were paying fees to brokers which they might just as well retain in their own hands by coming directly to the company for what they wanted, and we stopped this thing by resolution. I could give you the date of it if I had the record to look over.

Q. If a loan was applied for and sufficient security given for it, was it not part of your business to see what the borrower did with his money?—A. No, sir ; I do not think it was.

Q. How did you ascertain that this practice, as between client and borrower, which you proposed to remedy, had grown into life and existence?—A. Brokers seek such customers to get their living from them in the form of commissions. They get certain percentages for negotiating loans.

Q. Was that practice of the brokers only developed after they came to be agents and attorneys to negotiate loans with the Freedman's Bank, or is it something inherent in their nature?—A. It is always the case with real-estate brokers, so far as I know.

Q. If that was the fact, why did you ever admit them into your office to negotiate loans, and why did you trust them in any case to appraise the property which was to be pledged as security for the loans?—A. You ask why I did it. I did not do it. The actuary did it and the finance committee, because business men are accustomed to deal with corporations as well as with principals. A party comes in with a man, an attorney, or a broker, and depending on his aid, and this at first probably seemed a thing in the ordinary course of brokerage business. I think that is the universal practice. Certainly it is true to a large extent for borrowers employ them, and the men who loan money employ them.

Q. Your answer does not meet the question. You have stated that after admitting brokers to negotiate loans for their clients, and after you found that such a practice was productive of evil, you adopted a resolution prohibiting it. Now you say that what they did is the universal practice of brokers, and I ask you, then, why did you ever admit them to negotiate loans and to fix the value of the securities?—A. As far as I was concerned, I agreed to that resolution because I think the practice is a bad one. The person with whom the particular interview would occur would always be the actuary, who would take up the thing and promise to present it to the finance committee. The finance committee would hear what was said as to the loan and the property on which it was to be secured, and would consider whether it was best to make it. It came along in that historic way. It crept in, and we subsequently found it to be injurious to the applicant, and that we could save him to that extent, and, therefore, we did so by prohibiting applications by second-hand. In other words, it was a simple desire to do the best thing possible for those who borrowed the money, they usually, or very largely, being our depositors. We did it mainly to secure a small class of ignorant borrowers among the freedmen. They were the men most usually obliged to pay these commissions.

Q. Was there not a real-estate broker of this city named C. W. Havenner, who also prac-

ticed in this bank as a negotiator of loans and an appraiser of real-estate securities for it?—A. I do not know that Mr. Havenner ever did.

Q. You have been for many years president of the Freedman's Bank, and continued to be one of its trustees; do you know that Havenner has, within that time, negotiated numerous loans with the bank?—A. I do not. I cannot say positively that he negotiated a single loan. I do not think I should know him if I saw him to-day. I know of him, but have no personal acquaintance with him.

Q. Have you seen and examined the report of the commissioners to close the affairs of the bank?—A. Yes, sir.

Q. Did you not see there a number of loans charged to C. W. Havenner?—A. Yes, sir; I see them charged to him, but I do not know anything further about them. I do not know when or how they were obtained. I was out of town a great part of these years, abroad through the country instructing the freedmen how to toil and how to save.

Q. And how to save was to invest in the Freedman's Bank, I suppose?—A. Yes; I told them that always, and I told them that I would do all I could to keep their money safe for them. When I was voted back to fill the presidential chair, I was still practically kept out of doors. They did not give me a vote or a veto, but practically I still went out, and was here only whenever out-door business among the branches permitted me to come back.

By Mr. RAINEY:

Q. Can you inform the committee whether or not Mr. Stickney, while acting as trustee, instituted or executed any of these loans to which reference has been made; did he not have the power to do so?—A. He had no power to do so.

Q. But do you not know that he did make a great many of those loans on real estate without any conference with the board or any member thereof?—A. I do not know that he made any on real estate.

Q. Was he not appointed by the board of trustees to execute loans on real estate of which he himself has become the executor?—A. Never. He was never authorized by the trustees to do that.

Q. Does he not hold a claim against the bank to-day for certain percentages for such work?—A. I do not know what he claims; he is trustee on a great many loans.

Q. Does he not hold these loans in his own personal right, awaiting an adjustment of the bank for services rendered by him in connection with those loans?—A. I think not. I really do not know what has been going on there within the last two years. I have no knowledge of his being in that relation to the loans. The parties selected mutually, I suppose, the actuary and assistant actuary of the bank to be trustees. In this District, trustees are selected by the mutual consent of the parties, the borrower and the lender. It was consented to, as I understood, that the actuary and assistant actuary should be trustees; at any rate, they did become trustees without any objection on the part of either party, and their names were inserted in a large number of trusts.

By Mr. BRADFORD:

Q. You mean trustees in deeds of trust?—A. Yes. Their names appeared very commonly. I cannot tell you just how that thing came to be at first. Perhaps the actuary assumed the responsibility, and it was not objected to by the board that the actuary should act for us, for he was our man; the other party consenting, the thing got into practice.

Q. Do you know of Mr. Stickney, during his incumbency as actuary, ever having charged for that sort of service?—A. I do not know that he was ever paid.

Q. Did he ever charge for it?—A. I never saw him charge. I have understood, as Mr. Rainey now suggests, that he does make a claim.

By Mr. RIDDLE:

Q. Do you know, or have you reason to believe, that any officer of the bank, while receiving a salary from the bank, negotiated loans to private individuals, and claimed the compensation from the bank for said negotiation, and also claimed in addition a percentage from the parties for whose benefit the loans were made?—A. I do not know that Mr. Stickney ever asked any other pay than the legal commission for trusteeship. I think that Colonel Eaton claimed such a commission, and I know that Mr. Stickney claims the usual percentage for such trusteeship which the law seems to allow. That is five per cent. on the loan.

By Mr. FARWELL:

Q. And his duty as trustee is simply to execute a release when the money is paid?—A. He becomes personally responsible for the validity of the transaction.

Q. Did he claim the five per cent. when the loan was paid by process of law, or did he claim it when the party came in and paid the debt, and where the actuary simply executed a common release?—A. I cannot say that Colonel Eaton did claim it in the latter case. I have heard him say, and I have heard Mr. Stickney say, that it was proper that he should claim such a percentage from the bank, but I took the ground that they should not claim it while in office.

Q. Was it paid?—A. No, sir; it was not paid to my knowledge. I have heard it said that Colonel Eaton did once claim and obtain a fee in one case.

By Mr. RAINEY :

Q. Can you inform us whether or not Mr. Stickney has ever claimed and obtained a fee?—
A. I do not know.

By Mr. FARWELL :

Q. State whether this five per cent. was claimed and received (and if not received, claimed) on the simple execution of a release on the payment of a loan, or only where the property by which the loan was executed was advertised and sold under the deed of trust.—
A. Only in that case where the trustee had to discharge the duties of trusteeship in the sale and conveyance of the property. Where the loan was paid in the ordinary way, there was no fee allowed to him. I do not suppose that there were ever more than forty or fifty deeds of trust ever pushed through the law, and it was only for such that fees could be claimed. He never claimed that the simple execution of the ordinary trusteeship brought any fee, but that when he took the responsibility of sale and conveyance, and the personal liability for inaccurate conveyance, he should have the regular fee. If the conveyance is not right, the purchaser falls back on the trustee, and I think that Mr. Stickney got into one or two law-suits in that way. I think I have heard him say that in one or two cases he was sued for having conveyed the thing so that by some slip of somebody (perhaps his own) it was done illegally. Suits were brought against him which cost him two or three hundred dollars.

By Mr. RAINEY :

Q. In cases where Mr. Stickney was the trustee of persons who had borrowed money from the bank under deeds executed by him to secure the loans, did he, in any one instance, to your knowledge, give bond and security for the faithful execution of those trusts?—A. Not to my knowledge.

By Mr. BRADFORD :

Q. Do you know J. V. W. Vandenburg?—A. Yes.

Q. Who introduced him to the bank and secured him its confidence?—A. I think he introduced himself. I found him inside doing business the first time that I knew of his doing business there.

Q. Inside of what?—A. Inside of the bank, in the actuary's room.

Q. Did Mr. Alexander R. Shepherd ever have anything to do with securing Vandenburg's influence at the bank?—A. I do not know that he did.

Q. Did you ever see Mr. Shepherd at the bank in company with Vandenburg?—A. No, sir, I did not.

Q. Do you know anything tending to show that Shepherd had anything to do with the getting of these heavy loans for Vandenburg?—A. No, sir; I have no personal knowledge of it.

Q. How did it happen that Vandenburg got these immense loans?—A. He got them in spite of some of us.

Q. Tell us what was wrong about it, what you know or have reason to suspect wrong about it.—A. I cannot tell; he kept getting these loans. The thing was done, and I said, "Stop it." I kept saying, "Stop it."

By the CHAIRMAN :

Q. To whom did you say "Stop it," and what was to be stopped?—A. I said to everybody to stop loaning that man so much money.

By Mr. BRADFORD :

Q. Give us the history of the thing.—A. He did not seem to be a man who should borrow so much—I had known him from a boy almost—but in some way, which I cannot explain, he was permitted to borrow on security which I never thought was sufficient.

Q. Tell us what appeared to be wrong in that transaction.—A. Whether he was connected with anybody who helped him or not I cannot say; he used to come to the bank alone.

By Mr. RAINEY :

Q. To whom used he to speak when he came to the bank in reference to these negotiations?—A. Always to the actuary; he never came to me.

By Mr. FARWELL :

Q. Which actuary, Eaton or Stickney?—A. To Mr. Eaton while he was actuary, and after his death to Mr. Stickney. Sometimes he would go to the cashier, and get an over-draft.

Q. To whom did you say "stop these loans?"—A. I told the cashier one day not to cash his draft, unless there was a balance to his credit equal to the draft.

Q. Who was the cashier?—A. Mr. Wilson. I told him not to do that thing for anybody. I felt determined to stop all that thing, and I gave such orders, and so far as I had authority, I tried to exercise it in the stoppage of loans to that class of borrowers.

By Mr. BRADFORD :

Q. Did you not know, or have good reason to believe, when Vandenburg was getting these loans, that it was a fraudulent contrivance by which he was doing it?—A. No, sir; I did not know it.

Q. Did you have any reason to believe it?—A. No, I thought it was an over-go of his ambition in business, and that he desired to get rich on borrowed money.

Q. Did you not then have an apprehension (before he had borrowed half of the loans) that this money would be lost to the bank?—A. I was afraid it would.

Q. What influence was brought to bear in his favor that enabled him to procure these loans?—A. The actuary would always say, when we questioned him in the trustee meetings, that he thought it was all right, that he had a sufficient amount of various securities, city scrip, &c., to make him perfectly safe in doing what he did, and that Vandenburg was going to come to time very soon, and that we need not worry about it.

Q. You have said that he made over-drafts; did he have deposits there at all?—A. Yes, his whole business deposits were with us. His business at one time was very large.

By Mr. RIDDLE :

Q. You stated that you did not think these loans were procured through any fraudulent contrivance.—A. I had no reason to think so.

Q. Then they were the result of favoritism?—A. I would say that they were the result of misplaced confidence.

By Mr. BRADFORD :

Q. Do you not know that all the moneys that Vandenburg ever deposited in the bank were moneys which he had previously borrowed from the bank?—A. No, sir; he was in a large business, and had large amounts paid to him undoubtedly from contracts.

Q. Did he not borrow money and deposit it to his own account?—A. He borrowed money and deposited it, not drawing it at the time.

Q. Did not his deposits consist solely of money so borrowed?—A. No, sir.

Q. Almost entirely?—A. I cannot say; I know that when he made a loan he would deposit the money and draw it out from time to time as he made use of it in his business.

Q. After he had so borrowed money and deposited it in the bank, did the bank suffer over-drafts?—A. The bank itself never suffered them; there were such things done.

By the CHAIRMAN :

Q. When a knowledge of that state of things came to you, which induced you to forbid a repetition of them, did you report any violation of your injunction to the board of trustees; and, if so, was any step taken to remove Mr. Wilson, the cashier, or to hold him accountable?—A. I reported it to the organ of the finance committee, the actuary, and I said that this thing must not be.

Q. I ask you whether, when you, as president, or as one of the trustees of the bank, discovered that Wilson was permitting Vandenburg to over-draw his account, and when you cautioned him against it, and told him not to do it, you reported the fact that he still was doing it to the proper board, and took occasion to hold him responsible for it.—A. I do not recollect any formal report that I made. I reported verbally that such things must not be. I made no written report.

Q. Then you mean to be understood that after you had discovered these improper dealings between the cashier and Vandenburg, you made it known to your coadjutors in the administration of the bank, and that although they had full knowledge of the fact, they took no steps to remove Wilson, or to correct the evil of which you complained?—A. They did take steps to remove Wilson, as being somewhat loose in his cashiership, which steps were ineffectual. We did it as carefully as we could. He was a colored man of good standing, a pure African, but we thought he was not quite the man for the place when he could be persuaded to do such things, and we made efforts to put him in a different position, and did finally change him to being an out-door traveling agent, to help me in the field among the branches; and the change was for things of the kind that I have now stated.

Q. When was that change effected?—A. I cannot give the date without referring to the record.

By Mr. FROST :

Q. Were you aware that there was any understanding between Stickney and Wilson to run the bank contrary to the wishes of the trustees?—A. No, sir; I did not intend to suggest anything of that sort. I think the actuary felt that there were defects in the administration of the bank, which defects we tried to correct by a change which it was very difficult to effect. The colored men seemed to think that they ought to be employed, and we wanted to employ them so far as could be, and it became a very delicate matter when one got in to set him aside. We had great trial on that subject.

By Mr. RAINEY :

Q. Did not Mr. Stickney dictate very largely as to how things should be run in the bank?—

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A. He fell very much into the practice of his uncle, who did act in that way. Mr. Eaton, his uncle, did dictate very largely about every internal affair in the management of the bank.

By Mr. RIDDLE :

Q. Do you think that he exercised undue influence on Wilson and Boston in the management of the bank?—A. I do not think he had influence enough to step certain things.

By Mr. FROST :

Q. Do you mean to say, by that, that Wilson and Boston were inclined to run the bank independent of the actuary?—A. No, sir; it was not so. There was a sort of feeling that a bank could be run easier than it can be. Each one was too independent at his own desk.

By the CHAIRMAN :

Q. I want you to tell the committee, without any evasion or concealment, whether, during your administration as president, or your connection with the bank as trustee, there was to your mind and to your comprehension, a fair, faithful, and honest administration of its funds?—A. I can answer in the language of Saturday last. There was, I would not say dishonest, but improper loaning to men who were not responsible; loaning upon insufficient security; loaning on illegal security, such as city scrip and personal chattels; and there was permitting employes, at the branches, to loan without the knowledge of the trustees. The actuary gave them some such permission as that. They quoted him as the authority for such loans. I do not think that the trustees ever stole any money. This matter of Vandenberg is one of the marked instances that I would range under insufficient security.

Q. You seem to be very well acquainted with Vandenberg from your boyhood up. Do you know whether there was any business connection in the street-paving business or any other business between Vandenberg and Alexander R. Shepherd, at the time these loans were being negotiated?—A. I do not know that there was any business connection.

Q. Tell us of any other connection that there was between them.—A. I know that they were acquaintances, and that Mr. Shepherd was at the head of affairs here, while Mr. Vandenberg was a large contractor.

Q. Contractor under him?—A. Contractor of him; he contracted to do his work in the city for pay.

By Mr. FROST :

Q. Do you mean on public works or in building houses?—A. I mean on public works, in paving. There were large contracts given out at that time for pavement. They were given out by the city authorities, and Vandenberg or his company secured a large number of them. I am not able to say that Mr. Shepherd was personally interested in the results.

By Mr. BRADFORD :

Q. Where is Mr. Stickney, the actuary; does he live in this city?—A. Yes, sir.

Q. What was his pecuniary condition when he entered the service of the Freedman's Bank?—A. He was a man without any appearance of any considerable amount of means.

Q. What is his pecuniary condition now?—A. I do not know, but I presume that he has not any large amount of property. He is a wide-awake, active, business, real-estate broker.

Q. How much property has he got?—A. I cannot tell.

Q. Does he not own a good many city-lots in this city, or has he not interest in them?—A. I think he has an interest in a good many pieces of property; how large that interest is, or how well secured, I cannot say.

By Mr. FROST :

Q. Do you mean that he owns certain lots which he has mortgaged?—A. No; I mean that he is a lot-owner, with other people in the same lots. I think he is pretty largely interested in a good many parcels of such property which may come to something, or on which he may lose everything, as the shrinkage goes on, but I think that all these things will shrink away from him as they have done from the rest of us.

By Mr. FARWELL :

Q. State the names of the colored officers of the bank, and the offices which they filled.—A. W. J. Wilson was cashier; Mr. Boston, his son-in-law, was assistant cashier. They are both colored. Mr. George W. Johnson was book-keeper in the back office—in the principal office. He is a colored young man—slightly colored. The teller, Fleetwood, was colored. He was the paying-teller, and Boston was the receiving-teller. Then there was a young man, who is now in the employment of the city, named Tompkins, also colored. All in the front office at one time were colored, and a number in the back office, (I mean in the principal office.) A majority of the employes of the whole concern were colored. I will furnish the list of them to the committee. The cashiers in the branches were largely colored. Quite a number of these men were excellent writers and thoroughly accurate clerks, while some were

not. We had some very fine colored cashiers at the branches, men who were perfectly competent, and we had also some fine fellows in the principal office.

Mr. RAINEY. I appreciate the question of Mr. Farwell, because it has been alleged that influences were brought to bear to keep colored men in office, and it has also been said that to some extent these colored men were incompetent. We will now be able to see whether the losses of the bank were occasioned by their incompetency, or whether they were used as dupes by other men. It will have a relevancy to previous testimony which we have taken in regard to this matter.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, D. C., February 10, 1876.

Committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Riddle, Stenger, and Rainey.

J. W. ALVORD recalled.

The WITNESS. In further answer to the question of Mr. Farwell in respect to the colored officers of the bank, I desire to give the following names: In the branch or front office, here in Washington, were William J. Wilson, cashier; T. S. Boston, receiving-teller; C. A. Fleetwood, paying-teller; George D. Johnson, book-keeper in the principal office; R. W. Tompkins, book-keeper in the branch; W. F. Brunongh, book-keeper in the branch; William E. Augusta, book-keeper in the branch; A. F. Hill, book-keeper in the branch; C. H. Jones, messenger. They were not, perhaps, all employed at the same moment, but they were all employed for a considerable time, and some of them are still in the employment of the commissioners. At Philadelphia were William Whipper, cashier; J. W. Purnell, book-keeper; Joseph Carey, assistant book-keeper, and D. N. Hollinsworth, assistant book-keeper. At Baltimore were H. H. Webb, acting cashier; W. H. Bishop, assistant cashier. At Alexandria, was Fields Cook, cashier; at Atlanta, Ga., W. G. Craig, book-keeper; at Charleston, S. C., John H. Butler, assistant cashier; at Natchez, J. M. Hawkaworth, cashier; at Newbern, N. C., William Stewart, cashier. At New Orleans, C. J. Sauvinet, cashier; Eugene Shawhill, book-keeper. At Raleigh, N. C., G. W. Brodie, cashier; Hunter, book-keeper. At Richmond, William C. Mitchell, assistant cashier. At Saint Louis, Willis N. Brant, cashier; William P. Brooks, assistant cashier; S. P. Clamorgan, book-keeper. At Shreveport, Samuel Peters, cashier; at Vicksburgh, H. G. Williams, assistant cashier; at Wilmington, John H. Smythe, cashier. There is also a colored book-keeper there, but I do not recollect his name. At Columbia, S. C., T. Williamson, messenger. At Huntsville, L. Robinson, cashier; H. A. Hunt, assistant cashier. At Louisville, Horace Morris, cashier; William H. Gibson, assistant cashier. At Lynchburgh, N. H. Brunow, cashier; at Macon, Ga., T. N. M. Sellers, cashier; at Memphis, F. Hunt, assistant cashier. At Nashville, John J. Carey, cashier; Benjamin Shook, assistant cashier. At New York, John J. Zuille, cashier; Frank Stanley, book-keeper; Henry Montgomery, messenger.

By Mr. BRADFORD:

Question. Are there any other matters that can be stated by you within your knowledge, pointing out, or tending to show, corrupt, careless, fraudulent, or improvident administration of the affairs of the Freedman's Bank.—Answer. I do not recollect what I have stated that would show that. There are matters which I suppose were improper, irregular, and wrong. I do not like to use those strong terms, because I am not sitting in judgment upon the officers of the bank. I think that the Seneca Stone arrangement was a wrong one.

Q. Wherein?—A. It was an outside affair, not known to us as it should have been, nor did we know about it till the maturity of the loan.

Q. Is that all that you recollect on that subject?—A. I think the drafts in Jacksonville, which I tried to stop, ought never to have been permitted and ought to have been stopped sooner.

Q. Is that all?—A. I will specify what they were. They were drafts of the receiver for lumber shipped to other parties, which were paid in New York. That lumber I knew nothing about, except that three cargoes were consigned to me, which I took care of and sold at a good profit. But the receiver sent eight or ten cargoes to other ports, Philadelphia, New York, and to the West Indies, of which I knew nothing.

Q. Proceed with the list of these transactions.—A. These were the two main things.

Q. Did you see anything wrong in that Vandenberg loan?—A. I repeat what I said, that I think he obtained more money than he should have obtained on the security given, and the loans did not come sufficiently before the finance committee at the time they were made.

Q. You know no more of the matters inquired about than you have already stated in the previous part of your examination?—A. I think that the overdrafts ought not to have been allowed. I think there ought not to have been loans at any of the branches without permission.

Q. Was the general management of the bank, after the amendment of the charter, in the interest of the depositors?—A. We intended it to be. We meant to give the depositors more interest for their money. It was probable that the Government securities would be cut down in their income and funded at a lower rate of interest, and we found that we could not pay 5 per cent. from the income derived from those securities, when we got from them only 3 or 4 per cent. Then other capitalists all through the South were paying more for money, and our depositors said that they must have the ordinary interest for their money. We told Congress these things, and Congress passed a bill permitting us to loan on real estate at double its value. There was a great clamor at that time for higher interest.

By the CHAIRMAN:

Q. Were not John L. Kidwell, Henry D. Cooke, Hallet Kilbourn, and William S. Huntington the principal parties in urging that amendment to the charter?—A. I know of none who urged it particularly except Mr. Huntington, who came personally to Congress, to the lobby as you call it, and talked up the whole thing with individuals.

Q. Among the securities mentioned in the report of the commissioners, parts or subdivisions of the Barry farm are frequently mentioned. What was the Barry farm and where was it located?—A. The Barry farm is across the navy-yard bridge in Maryland. It was a large, wild tract of land that was purchased by parties on which to locate homeless freedmen, by dividing it into acre-lots, and giving them the option of purchasing it at what was supposed to be a low price.

Q. Who were the purchasers of that tract; among whom were the subdivisions into lots originally made?—A. The names of the men that I have seen in the newspapers, &c., as having purchased it, (I believe as trustees,) were General O. O. Howard, S. C. Pomeroy, and J. L. Elvans.

Q. They made a joint-stock concern of it, and then used that stock to obtain loans from the bank, did they not?—A. I do not think they made a joint-stock concern of it. I do not know where the money came from to pay for the tract. I know that they purchased it as trustees for the purpose I have named.

Q. How came they to obtain money from the bank on security thus held by them as trustees? Was it not, and do you not know it to be, the fact that after the purchase they borrowed from the Freedman's Bank money in order to carry out their speculation?—A. I do not recollect any loan made to them.

Q. I ask you if you do not know that these parties bought the Barry farm ostensibly as trustees for some benevolent object, and that they used that property to obtain money from the bank?—A. No, sir; I do not now recollect that they made any loan.

Q. Referring to page 11 of the first report of the commissioners, I find a loan of \$200 to William Prater on that sort of property.—A. That loan, I presume, was made on the security of the borrower's land which he purchased. That was the usual form of the loans. The parties who had bought lots mortgaged them, or gave trust-deeds to the bank for loans. You will find a large number of such loans from the purchasers of such lots. We tried to help them along by little loans secured by the lots.

Q. Did these borrowers obtain their lots from the original purchasers, whom you denominate as trustees? If so, how did they pay for them?—A. They paid for them by borrowing the money from the bank and by other methods.

Q. These borrowers obtained their lots from the original purchasers?—A. Yes; paying for them as they had the means; and where they had not the means, they borrowed of any party they could, I suppose. They did borrow of the Freedman's Bank in a number of cases.

Q. For what were the parties, O. O. Howard and his coadjutors, who were the purchasers of the Barry Farm, trustees?—A. All that I know about it is that they were trustees for moneys appropriated in some way for that purpose, the history of which I cannot now give.

Q. Was this purchase by O. O. Howard, S. C. Pomeroy, and J. L. Elvans, and its subsequent division into lots and sale to freedmen, a mere speculation of their own?—A. I think not. I think that if they received more than they paid for it, such additions were expended in making improvements; building roads, bridges, &c. They laid out the whole place in lots, opened streets through it, built bridges, &c.

By Mr. STENGER:

Q. Were not some of those lots forfeited by purchasers?—A. I think they were. In quite a number of cases they could not make payment.

Q. And the money which they had paid in was retained by the trustees, was it not?—A. I cannot tell. The trustees had a superintendent, who managed affairs there.

Q. And that superintendent was the brother of O. O. Howard?—A. Yes.

By the CHAIRMAN:

Q. I find that Robert I. Fleming figures very largely as a borrower, and generally without collaterals; and he is accepted as indorser on other people's notes. How did he happen to acquire such credit at the bank?—A. I do not know.

Q. During the whole time that he was drawing money out of the bank without security of any sort, and was being accepted by the bank as indorser for others who gave no other security, do you mean to say that, although you were president of the bank, these transactions never attracted your attention nor came under your observation?—A. Not in detail. I merely knew that he was borrowing largely, and I cautioned the actuary on the subject as in other cases.

Q. Do you know how or through what influence R. I. Fleming was enabled to obtain so large an amount of the funds of the bank?—A. No, sir; I do not.

Q. Do you not know that he was a contractor on the Freedman's Bank building, and that he purchased largely of the materials therefor from the Seneca Stone Company?—A. I know that he was a contractor, but I do not know that he purchased from the Seneca Stone Company.

Q. Is not the front of that large building constructed of Seneca stone?—A. Yes, but there were separate contracts for the wood-work and for the stone-work of the building.

Q. Which was Fleming contractor for?—A. For the wood-work. He was a carpenter simply.

Q. Did he only take the contract for the joiners' work?—A. He took the contract for the carpenter-work, and for the brick-work if I recollect, and the Seneca-stone work was contracted for with a firm named McGowan & Co.

Q. Do you know of any connection of a business character between Robert I. Fleming and McGowan & Co., or between McGowan & Co. and Robert I. Fleming, or either of them, and any parties interested in the Seneca Stone Company?—A. No, sir; I do not. McGowan & Co. bought the stone of the Seneca Stone Company. I always understood that the contractors acted independently of each other.

Q. Do you know of their having any business connection with anybody in the Seneca Stone Company?—A. Only as McGowan & Co. bought the stone of the Seneca Stone Company, but if you mean partnership I do not know.

Q. Do you know of any partnership or business connection between Robert I. Fleming and any trustee, officer, or agent of the Freedman's Bank?—A. No, sir.

Q. All that you can say is that you are unable to account for the very large loans allowed to Fleming without security of any sort?—A. Yes.

By Mr. BRADFORD :

Q. You stated the other day that you were president of the Maryland Freestone Mining and Manufacturing Company?—A. I did.

Q. That company is commonly known as the Seneca Stone Company?—A. Yes.

Q. When did your connection with this company begin?—A. I have not the precise date, but it is about two years ago the coming May or June.

Q. Your connection with that concern began soon after your connection with the Freedman's Bank was severed?—A. Almost immediately. The arrangement was that I should try to get that money back, if it were possible to so get control of the quarry as to do so.

Q. With whom was that arrangement made?—A. With both companies.

Q. Then you went into the presidency of the Seneca Stone Company on a common understanding between the Freedman's Bank and that company?—A. Yes.

Q. In order to enable you to become president you had to be a stockholder in that company?—A. Yes.

Q. They then gave you so many shares of stock?—A. They gave me ten shares. I took the stock and put it among my papers as a mere formality.

Q. Is this the stock-book of the company? (Handing a book to witness.)—A. It was given me by the secretary as being the stock-book.

By Mr. RIDDLE :

Q. From whom did you get your shares?—A. From the Surgeon-General.

Q. He was a stockholder himself in the Seneca Stone Company?—A. Yes.

By Mr. BRADFORD :

Q. Did he hold any office in the company?—A. No, sir.

Q. Was General Grant, President of the United States, a stockholder in the Seneca Stone Company?—A. I found his name down on the list of stockholders when I entered the company.

Q. You do not know how they acquired their stock; whether they paid for it or not?—A. Doctor Barnes told me that he paid cash for his.

Q. At what rate?—A. Par.

Q. You do not know how the others acquired their stock?—A. I think that Mr. Wills told me that he paid for his stock.

Q. Are you managing the affairs of the company now, and have you been since your incumbency of the office of president?—A. So far as I can manage them by working the quarry, trying to get stone out, selling it, and if possible getting profits.

Q. Doesn't the Seneca Stone Company owe anything to anybody else besides the Freedman's Bank?—A. Yes.

Q. How will its assets compare with its liabilities now?—A. It depends upon the appraisal of its property. The company has an immense property.

Q. Put it for what it would sell for in open market now, in block?—A. The company could not get for it at present what would meet its liabilities, the liabilities being, I suppose, over \$300,000.

Q. Do you think that its property would sell for over \$20,000, if it was put up now at auction?—A. I think it would.

Q. What would it sell for to-day, if put up in the open market, to the highest bidder for cash?—A. I cannot tell.

Q. Give us the best opinion that you can form about it. Supposing it was sold to-day at a judicial sale, coerced by any of the creditors of the concern, what would it bring in cash?—A. I cannot tell what it would bring. I have an opinion as to what it is worth in cash.

Q. What is your opinion as to what it would bring?—A. I do not know.

Q. Have you any opinion on that subject?—A. No, sir; I have not.

Q. Is it your opinion that it would sell for over \$25,000, cash?—A. Yes, I think it would sell for a good deal more than that.

Q. Thirty thousand dollars?—A. Yes.

Q. Fifty thousand dollars?—A. Yes.

Q. Seventy-five thousand dollars?—A. I should think so; the bonds are now in market at a price to indicate about that value.

Q. I am talking about the property which the company owns, not about its debts. What is its cash market value? Would you not say that \$75,000 would be as much as it would sell for in open market, for cash, to the highest bidder?—A. It may be.

Q. Is not that your opinion, that that is the highest cash value of the property now?—A. No, sir; I do not think it is the cash value of the property. I think the property is worth \$250,000.

Q. I mean what it would sell for in market, about?—A. It would not sell for its value.

Q. Would it sell for a cent over \$75,000?—A. Perhaps it would not.

Q. Is it not most likely that it would not?—A. I have nothing to judge from. I do not know who are in the field as the purchasers of such property. I think that stone men all over the country have their eyes upon that valuable property.

Q. What are the second-mortgage bonds of the company worth?—A. They have no market value at present.

Q. Are they not the bonds which the Freedman's Bank holds as collateral for its loan?—A. Yes, sir.

Q. And you say that they have no market value?—A. They have no market value.

Q. By what right, then, can you subordinate the rights of other creditors to the claims of the Freedman's Bank under this arrangement which you have spoken of between the bank and the company?—A. The arrangement gives special preference to the bank claims.

Q. Was it competent for the company to do such a thing, and do you not know that it could not defeat the prior lien of the first mortgage by such an arrangement?—A. I suppose it could not. I suppose the first mortgage had the first claim, but the owners of the first-mortgage bonds fell into the arrangement, and said that if we would pay them so and so they would agree to it, seeming desirous to have the bank's claim satisfied.

By the CHAIRMAN :

Q. When the bank directed the debt due to it from the Seneca Stone Company to be collected, and when it was arranged by a substitution of the note of John O. Evans and Hallet Kilbourn for \$50,000, why was that note, and all the valid and good securities by which it was sustained, surrendered to the parties, leaving nothing in the hands of the bank but \$75,000 of second-mortgage bonds of the Seneca Stone Company to insure the payment of this claim?—A. I could never see any reason for surrendering them, and I opposed it with all my might for months and months.

By Mr. BRADFORD :

Q. That was done contrary to your advice and against your protest?—A. Yes; not a written protest, but a running debate, of four weeks at least, with the trustees.

By the CHAIRMAN :

Q. Did you, after that transaction, continue to retain your relations with the bank and with the parties who carried out that arrangement? If so, state how you could do it conscientiously without making an exposure.—A. I left the bank just about that time. At the end of the meeting in March, Mr. Douglass was put in and I left. When I found that they would fall back on these second-mortgage bonds of the Seneca Stone Company, I saw no other way but to try to get possession of the quarry, as I did, and work at it as I did, and failed.

Q. Did you, at any time, enter such a protest against that transaction between the officers of the bank and Kilbourn and Evans as to enlighten the depositors as to the manner in which their affairs were being conducted, and thus enable them to take steps for their protection?—A. I think I did.

Q. In what manner?—A. Verbally, not in writing. I did not put it on the books. I made what I think was such a protest that it ought to have alarmed trustees and depositors.

By Mr. RIDDLE :

Q. Did you cause any written cautions to be sent to them?—A. No, sir.

By the CHAIRMAN :

Q. Did you take any steps, you being one of the originators of the bank, one of its prime motors, and especially the guardian and friend of the freedmen who were depositors, did you take any steps by writing or publication of any sort to warn them of the manner in which their money was being misapplied and misused?—A. Not in writing. I went to work to get it back, and thought that I could get it back by an arrangement between the companies.

By Mr. RIDDLE :

Q. Did you cause or procure information to be disseminated through the country so as to put the depositors on their guard?—A. Only as I stated. The crash of Jay Cooke & Co. turned us wrong side up. We thought the day before that we could go right through. Although there were hard times and there had been some slight runs upon us, yet I had no doubt myself but that we could have carried it right through, and I still believe that we could, had it not been for that crash, which came like a thunderbolt all over this land, and I suppose I told everybody, as I believed then, and as I still believe, that we could have gone right along but for that crash. We had assets sufficient to have tided over these losses.

By Mr. STENGER :

Q. Was there such a company as the Building-Block Company?—A. Yes, sir.

Q. For what was that incorporated?—A. For the making of artificial brick and stone in the District of Columbia.

Q. Who were the incorporators?—A. I do not recollect the incorporators ; the stock was owned by the two Howards, myself, Eaton, Bliss, J. Kimball, Mr. Searle, and E. Whittlesey. I took some stock after the thing started ; Mr. Bliss was superintendent and took some stock.

Q. When was it organized?—A. About eight years ago ; I should say in 1867 or 1868.

Q. Was that before the Howard University was built?—A. Yes, just before.

Q. Was the purpose, in forming that company, to furnish material for any of the Howard University buildings?—A. Yes ; it was intended to furnish a cheap and good material for that purpose.

Q. Was it a stock company?—A. Yes.

Q. What was the par value of the shares?—A. I think that some six parties put in about \$12,000.

Q. Did General Howard remain a member of that company until after the Howard University was built?—A. He remained in it some time, but he afterward sold his stock to Mr. Bliss and Mr. Kimball.

Q. Did that company furnish any of the materials for the buildings?—A. Yes ; it furnished all of the artificial stone with which the building is constructed.

Q. Was that material used for other buildings except the university?—A. My house is built of the same brick.

Q. I mean any of the buildings that were put up under the superintendence of the Freedmen's Bureau or of the Freedman's Bank.—A. There were two industrial school-houses in Washington built of that material.

Q. Who made the contracts between the Howard University and this Building-Block Company for furnishing the material?—A. They were made, I suppose, by the commissioners of the bureau, General Howard, and the company ; I know they were.

Q. Were you not one of the trustees of the university at that time?—A. I think I was not at that time ; I am not quite certain.

Q. Were you president of the Freedman's Bank at that time?—A. I was president or vice-president.

Q. Was Mr. Eaton the actuary of the bank at that time?—A. Yes, sir.

Q. Had he any connection with the university in an official capacity?—A. He became a trustee of the university. He was not one of the original trustees, but he was a trustee for a while. He seldom met with us.

Q. What became of that Building-Block Company?—A. It is still in existence.

Q. Solvent or insolvent?—A. Insolvent.

By the CHAIRMAN :

Q. Who were the contractors for the building of the Howard University and the other public buildings there—the buildings that were put up with the public funds and with the funds borrowed of the bank?—A. There was a Mr. Harvey who put up the brick-work, I remember.

By Mr. STENGER :

Q. Was not this man Fleming one of the contractors?—A. No, sir ; he had not come on the stage at that time. He was a journeyman at that time, in the employment of somebody, but he worked, I remember, on General Howard's house. He was afterward contractor for a building, built of red brick, for the university. That was built a number of years afterward.

By the CHAIRMAN :

Q. Were not the relations between you and General Howard of a most intimate and confidential character?—A. We were intimate as neighbors and as friends.

Q. I see that General G. W. Balloch figures as a large debtor to the Freedmen's Bank. Here is a loan to Davis and Balloch of \$2,000, and no collaterals. Can you tell us anything about it?—A. I never knew of such a firm. I never knew that General Balloch was in any such business connection.

Q. Did he not go into the banking business with somebody?—A. He is now in the banking business. My impression is that General Balloch never borrowed any money from the Freedman's Bank on his own account. He was treasurer of the Freedman's Bureau and chief disbursing-officer.

Q. I see on page 34 of the commissioners' report a loan of \$2,917 to John A. Gray, treasurer, nothing paid, and with the indorsement of R. I. Fleming. What was Gray treasurer of?—A. I only know that there was a loan secured by a building which Gray occupied as a restaurant; whether it was owned by a company or was private property I do not know.

Q. This paper does not show that the loan was made upon any property. It was obtained on the indorsement of R. I. Fleming?—A. Yes, but still there may be a trust-deed besides the indorsed note. I think there was.

Q. Of what was he treasurer?—A. I do not know. He was a colored man, and kept a restaurant in the city.

Q. I see large loans to Juan Boyle and Juan Boyle & Co. Who were they, and what kind of security did they give?—A. I know nothing about that thing. Juan Boyle I know as a Washington man, and a former broker in this city.

Q. Was he one of these brokers who were admitted to the bank to negotiate loans?—A. I never knew that he was; he very likely may have been.

By Mr. BRADFORD :

Q. Do you know J. M. Kidwell?—A. Yes.

Q. Do you know whether he is solvent or not?—A. I do not know.

Q. Did he pledge bonds of this Maryland Freestone Mining and Manufacturing Company as collaterals for the loans he got from the Freedman's Bank?—A. I understood so.

Q. And he has not paid his loans up?—A. They were first-mortgage bonds that he gave as collaterals. I think they are still in the hands of the commissioners.

Q. Do you know who composed the firm of S. Roessle & Son?—A. Mr. Roessle the elder and the younger, as I have understood.

Q. I see that their loan was secured by chattel-mortgage on the furniture of the Arlington Hotel. What has become of that furniture?—A. It was there the last time I went through the house, as I do occasionally.

Q. Are they allowed to use it now?—A. I suppose they are. The furniture is renewed when worn, and kept up at its original value.

Q. Do you know why that mortgage is not foreclosed?—A. Mr. Roessle is paying the note according to the arrangement made with the commissioners. He is paying promptly, as I have been told by the commissioners.

Q. Was that loan made in accordance with the requirements of the charter of the bank?—A. No, sir.

Q. Why did you allow it?—A. I had no power to prevent it.

Q. Who allowed it?—A. The finance committee and the board of trustees.

By the CHAIRMAN :

Q. Have you spoken in your testimony of General B. F. Hawkes?—A. No, sir.

Q. Who is he?—A. I do not recollect any such person.

Q. I see that he obtained a loan of \$1,500 from the bank and has not paid it. Do you know what security he furnished when he borrowed that money?—A. No, sir; I do not recollect anything of that loan.

Q. Do you know Joseph B. Stewart, who borrowed \$3,250?—A. I think I know who he is, but I did not know that he had a loan.

By Mr. RAINEY :

Q. I see several loans made here to H. T. White, treasurer; what was he treasurer of? Do you know anything about him?—A. No, sir.

Q. Was he not treasurer of the First Congregational Church here?—A. He was.

Q. I see that he has got several loans from the bank on the bonds of that church?—A. Yes, I think he did, as treasurer of the church, at one time.

Q. What is the market-value of those bonds?—A. I believe they are paying 6 per cent. interest; I do not know what their market-value is.

Q. I notice that neither of the loans made to him has been paid. Are those bonds usually sold in the market at their par value?—A. I do not know. I think they are held by the church and parties, and that interest is regularly paid on them. I know that our pastor often speaks of the bonded debt and wants us to clear it off. That must have been the treasurer of our church, Deacon White, as we always call him.

Q. You made reference the other day to Mr. Ketchum, one of the trustees of the Freedman's Bank?—A. Yes.

Q. Was he also an attorney for the bank?—A. No, sir; only in one especial case.

Q. Can you inform the committee for what reason he resigned his position as trustee?—A. I do not know. I understand that it was because he was getting old and could not attend the meetings of the trustees, and did not want to be responsible for what occurred when he could not be present.

Q. Do you know that he ever had a dispute with the board of trustees in reference to certain loans which they were making against his protests?—A. He took strong grounds that we should not loan money on chattel-mortgages, and on property like the Northern Pacific Railroad Company bonds, &c. He took very strong grounds on that point.

Q. And he was overruled by the majority of the board?—A. No, sir; he continued to make protest—he and others—until we stopped that thing.

Q. You mean to say, then, that although he protested his protest did not avail anything with the board of trustees?—A. It did, ultimately. He got a vote passed that the Northern Pacific Railroad indebtedness should be paid by redeeming its bonds.

Q. Was it ever paid up?—A. It was provided for by this Seneca Stone arrangement which was reported to us, not as cash, but as a valuable exchange of indebtedness.

Q. Why did Mr. J. J. Stewart resign?—A. He did not like the practices of the board.

Q. Did he not oppose the course of the board generally?—A. He opposed very strongly, with others, these irregularities.

Q. Can you point to anything in the rules or regulations of the bank under which the actuary could give authority to the branches to make loans?—A. No, sir; the rules of the bank were that the finance committee and the actuary alone should make loans.

Q. Did the cashier at the branch bank in Washington make any loans?—A. I do not think he made any direct loans.

Q. Did he make any indirect loans, to your knowledge?—A. I think he allowed, sometimes, over-drafts.

Q. Did your inspector, Mr. Sperry, make any loans?—A. I do not know; not as an inspector, certainly.

Q. But as an officer of the bank?—A. He was sometimes put in charge of branches, but whether he made any loans during the holding such office, I do not know. I cannot call any to mind.

Q. Can you give us any approximation as to the value of the safes that belong to the Freedman's Bank at this time?—A. No, sir; I understand that there are still some on hand.

Q. Were they generally purchased by the order of the board of trustees, or by a special agent?—A. They were purchased by the actuary, as we needed them, from time to time, and were all in use when the bank was in full course.

Q. Did the Howard University ever pay the Building-Block Company for the material used in building the university?—A. Yes.

Q. The university does not owe anything for it?—A. No, sir.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, February 12, 1876.

The committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Frost, Riddle, Hooker, and Rainey.

CHARLES W. HAYDEN sworn and examined.

By the CHAIRMAN:

Question. Have you ever had any official connection with the Freedman's Savings and Trust Company?—A. Answer. None whatever.

Q. Have you at any time between May 6, 1870, and June, 1874, had any business relations or connection with any of the officers, trustees, or agents of the Freedman's Bank?—A. I think that personally I had discount once at the Freedman's Bank, and as treasurer of the Maryland Freestone Mining and Manufacturing Company. There were quite a number of transactions between the Seneca Stone Company, as it was called, and the Freedman's Bank.

Q. What I mean is, was there any partnership or community of interest between you and any of the trustees, officers, or agents of the Freedmen's Bank during the time referred to?—A. None whatever.

Q. Can you state at what times and in what amounts you obtained accommodation at the bank personally?—A. I once, I think, borrowed \$1,000 of the bank on collateral. I forget what. It was paid in the course of time. At another time my note was put in the bank for \$3,500, with real-estate notes as collateral, which has also been paid. These are the only transactions that I remember.

Q. At what time and in what amounts did you negotiate loans with the Freedman's Bank as treasurer of what is commonly called the Seneca Stone Company?—A. I will be obliged to refer to the books of that company for those loans; they are all a matter of record. I can state them as far as I recollect.

Q. State them as nearly as you can recollect.—A. I think they are in the report of the commissioners of the Freedman's Bank, and also in the minutes of the Seneca Stone Company. I find in the Report of the Commissioners, on page 97, a loan of \$1,500 made by J. W. Hayden, (it should be C. W. Hayden,) presented November 29, 1872, and due January 31, 1873—"note Seneca Stone Company." As treasurer of the company, I negotiated that loan with the Freedman's Bank.

Q. On what collateral?—A. I do not see any collateral mentioned; I do not think there was any. I can state generally that previous thereto there were negotiations of loans by the Freedman's Bank to the Seneca Stone Company, based on second-mortgage bonds as collateral security. One note was for \$10,000; another, I think, for \$5,000; and another, I think, for \$12,000 or \$13,000. There was also a sale of second-mortgage bonds of the Seneca Stone Company to the Freedman's Bank, \$20,000 of bonds at 10 per cent. off; all these notes or discounts were condensed (and these \$20,000 of bonds also) into a \$50,000 note of the Seneca Stone Company, with \$75,000 of the second-mortgage bonds as collateral security. That note was dated December 30, 1871. The Freedman's Bank also, after that time, got the note of the company for \$12,000 with \$20,000 of second mortgage notes as collateral security, making the debt of the company to the Freedman's Bank \$62,000, for which \$95,000 in second-mortgage bonds were given as collateral. The \$50,000 note was dated December 30, 1871. I do not know the date of the other; I cannot tell whether it was subsequent to that or not.

Q. In the order of events, as appears by the entries on the book of records of the Seneca Stone Company, the \$12,000 transaction was subsequent to the \$50,000 note?—A. Yes; but the precise date I do not know; it appears here on the book after the other transaction.

Q. Were the loans to which you have referred obtained from the bank by you as agent of the Seneca Stone Company?—A. No, sir.

By whom?—A. The negotiations were made through Mr. William S. Huntington.

Q. William S. Huntington was cashier of the First National Bank, of which Henry D. Cooke was president, and he was also a stockholder in the Seneca Stone Company, and one of the finance committee of the Freedman's Bank, was he not?—A. He was cashier of the First National Bank and a stockholder in the Seneca Stone Company, but what relation he had with the Freedman's Bank, I do not know.

Q. Do you not know that he had some connection with it?—A. I heard so, but I never knew the fact.

Q. At what time and under what circumstances were the second-mortgage bonds of the Seneca Stone Company issued?—A. I think they must have been issued some time in 1870. They were issued for the purpose of making money to make additional improvements on the property of the company.

Q. Were they put upon the market?—A. I think that some of them were offered on the market. The Freedman's Bank purchased \$20,000 of them. They were put on the market as far as I know. I remember that at that time efforts were made to sell them, but not successfully.

Q. You mean to say, then, that after the issue of these bonds, and when they proved unsalable in the market, William S. Huntington, for and on behalf of the Seneca Stone Company, succeeded in putting off \$95,000 of them on the Freedman's Bank at 90 cents on the dollar; do I understand you correctly?—No, sir; I did not say so.

Q. You say that they were unsalable, and that you could not sell them.—A. I did not say so. I said that the Freedman's Bank purchased \$20,000 of them at 10 per cent. discount.

Q. You stated that they were on the market and that they did not sell?—A. They did not sell.

Q. How did the Freedman's Bank come to purchase \$20,000 of them?—A. I do not know.

Q. Do you know who negotiated the sale?—A. Mr. Huntington, I think.

Q. Then Mr. Huntington, acting for the Seneca Stone Company, raised \$18,000 by a sale and transfer to the Freedman's Bank of \$20,000 of second-mortgage bonds of the Seneca Stone Company; am I correct about that?—A. Yes, sir.

Q. Was that loan obtained for the Seneca Stone Company or for William S. Huntington individually?—A. For the company.

Q. Then am I not correct in saying that of the whole amount of second-mortgage bonds of the Seneca Stone Company, \$95,000 (they being unsalable in the general market) were put on the Freedman's Bank at 90 cents on the dollar?—A. No, sir.

Q. Then let us hear what it is.—A. The \$20,000 of bonds sold to the Freedman's Bank were afterward re-purchased by the Seneca Stone Company and were included in the \$50,000 note. All the notes then in the hands of the Freedman's Bank were consolidated in the one note for \$50,000.

Q. For which the bank took \$75,000 in second-mortgage bonds as security?—A. For

which the bank took as collateral \$75,000 of second-mortgage bonds. There was another note of the company in the bank for \$12,000, for which the company deposited \$20,000 of these bonds as collateral.

Q. What became of the balance of the issue of the second-mortgage bonds, and what was the amount thereof?—A. Five thousand dollars of bonds was the balance, and they were sold.

Q. To whom, and at what price?—A. They were sold to Henry D. Cooke, I think, at par. He took them at par for the money.

Q. Was Henry D. Cooke a stockholder in the Seneca Stone Company?—A. Yes.

Q. Was he not also a member of the finance committee of the Freedman's Bank?—A. I understand that he was.

Q. Do you know how Henry D. Cooke paid for the \$5,000 of second-mortgage bonds?—A. In cash.

Q. Are you certain of that?—A. Yes.

Q. Give us the date of that transaction—A. I cannot without the books.

Q. Was it before or after the other transaction to which you have referred?—A. I do not recollect.

Q. If Henry D. Cooke, with his supposed financiering ability and astuteness, was willing to pay and did pay par in cash for these second-mortgage bonds, how was it that they were unsalable in the general market?—A. I really do not know. I had nothing to do with the sale of bonds.

Q. Have you any reason to believe or to know that, occupying the double relation which he did to the Seneca Stone Company and the Freedman's Bank, that was a sham transaction, in order to give to the second-mortgage bonds an appearance of value which they did not possess?—A. No, sir; it was a *bona-fide* transaction.

By Mr. FROST :

Q. What position did you hold in the Seneca Stone Company?—A. I have been treasurer and secretary of the company.

By the CHAIRMAN :

Q. What disposition did Mr. Cooke afterward make of those bonds?—A. I think they sold them.

Q. Do you know to whom and at what price?—A. No, sir; I do not.

Q. The loans to which you have referred as having been made by the bank to the Seneca Stone Company were made through Mr. Huntington, if I understood you?—A. All the loans which the company obtained from the bank were made through Mr. Huntington.

Q. I understood you to say just now that you had made two individual loans which you mentioned, one of which was for \$3,500, based upon real-estate notes and which have since been paid; do I quote you correctly?—A. Yes, sir.

Q. I see on page 33 of the commissioners' report this entry: "September 22, 1871, C. W. Hayden, amount of loan \$3,500; amount paid \$2,786.44; total amount due \$905.84, payable on demand; note of Palmer and Green for \$1,200." Explain that transaction.—A. The amount carried out here as due on the note is \$905.84, with Palmer and Green's note for \$1,200 as collateral. In the first place there were four notes deposited. Three of them were paid which do not appear in this report, and at this time \$905.84 is supposed to be due, to pay which there was still in the hands of the bank a note of Palmer and Green's for \$1,200. Since that time that note of Palmer and Green's has been sold, and the profits credited to my note, so that I am clear of all debt to the bank in any way whatever.

Q. Who were Palmer and Green, and what did their note sell for?—A. It was \$1,000 note, (this report calls it \$1,200, but I suppose that includes interest,) and it sold at auction for \$900.

By Mr. FROST :

Q. Who sold it?—A. The commissioners of the Freedman's Bank.

Q. And the balance of the debt you paid yourself?—A. I paid the balance, \$105.84.

Q. Who were Palmer and Green?—A. They were men living in Georgetown and carrying on a sort of liquor business.

Q. Has the Freedman's Bank ever lost anything by the Seneca Stone Company; and, if so, what is the amount of the loss?—A. I do not know the amount. The property of the company is there subject to the debt.

Q. How much does the Seneca Stone Company now owe the Freedman's Bank?—A. The commissioners claim \$75,000, which is not correct, however. The Seneca Stone Company owes \$50,000, with interest from the date of the note, for which the bank has \$75,000 of second-mortgage bonds as collateral.

By the CHAIRMAN :

Q. On page 35 of the commissioners' report I find this entry: "November 29, 1872, C. W. Hayden, president; amount of loan \$1,500; no collateral—due at the date of the report, \$1,742.50." Was that an individual loan?—A. No, sir.

Q. What were you president of at that time?—A. Of the Seneca Stone Company.

Q. Is that a loan in addition to the loans negotiated by Huntington in behalf of that company?—A. Yes, sir.

Q. That makes the loans amount to \$63,500?—A. Yes.

Q. With whom did you negotiate or from whom did you obtain that loan?—A. From Mr. Eaton, I believe.

Q. Was that subsequent to the loans made to Huntington on behalf of the same company?—A. I do not know. I did not know when the original note was given. It was renewed several times, and I suppose that this is the date of the last renewal, November 29, 1872.

Q. What I want to know is if this debt of \$1,500 was created after the debts that were created by Huntington?—A. I think it was.

Q. What rate of interest did the Seneca Stone Company contract to pay?—A. Ten per cent.

Q. What is about the amount now due of principal and interest by the Seneca Stone Company to the Freedman's Bank?—A. From their own report, the Seneca Stone Company does not owe them anything except one note of \$1,500.

By Mr. HOOKER :

Q. What do you say about it?—A. I can only say what the books say, that these notes were given, and have never to my knowledge been paid.

By the CHAIRMAN :

Q. I want to know what is about the amount, principal and interest, now due by the Seneca Stone Company to the Freedman's Bank.—A. I do not know.

Q. What was the original amount of debt contracted by the Seneca Stone Company with the Freedman's Bank through your agency and that of Huntington?—A. One note of \$50,000, dated December 30, 1871, and another note of \$12,000, the date of which I cannot state, but which I suppose was given about the same time.

By Mr. HOOKER :

Q. Subsequent or prior to?—A. It appears to be entered on this book of records of the Seneca Stone Company after the \$50,000, but without any date, so I suppose it was after. And then there was the note for \$1,500, dated November 29, 1872.

Q. Was that the \$1,500 which you got individually?—A. No, sir; the company got it.

Q. But which you procured for the company without collateral?—A. Yes.

Q. But that is not the original date of the transaction?—A. I rather think not. I think that that was the last note given.

By Mr. FROST :

Q. Were all these loans at 10 per cent.?—A. I think they were.

Q. Compound interest?—A. No, sir; 10 per cent. per annum.

By the CHAIRMAN :

Q. Has any part of that debt been paid?—A. Not to my knowledge.

Q. What would it amount to if unpaid at this time?—A. (After calculation of interest.) About \$38,800.

Q. Has the Freedman's Bank any security for that debt other than the \$95,000 of second-mortgage bonds to which you have referred?—A. None that I know of.

Q. What was the whole amount of second-mortgage bonds issued by the Seneca Stone Company?—A. One hundred thousand dollars of bonds were issued in 1868, I think.

Q. Are those bonds still outstanding and unredeemed by the company?—A. They are all outstanding and unredeemed.

Q. Was not the issue of second-mortgage bonds coincident with an increase of stock to the amount of \$300,000?—A. At the same time that the order to issue the bonds was made, the stockholders increased the capital stock of the company \$300,000, and ordered the additional stock to be distributed among the stockholders, which was done.

Q. When this additional stock was created, was there any additional capital paid in?—A. None whatever.

Q. Then, if I understand you, the Seneca Stone Company was doing business on a nominal capital stock of \$300,000, and on bonds to the amount of \$200,000 more. On what basis was that monstrous fabric of credit erected?—A. On the property at Seneca.

Q. What was it worth?—A. That is a matter of opinion.

Q. What is your opinion about it? What was its value in the market when the company was first organized, and what was its value when the increased issue of stock was made?—A. That is a very hard question to answer.

By Mr. HOOKER :

Q. Having been so intimately connected with the company, have you not some idea of the property?—A. The stock was sold at the rate of 50 cents on the dollar, and that would be the only test of the value of the property.

By the CHAIRMAN :

Q. I am asking you what the value of the property was on which the stock was based ?—
A. It is a very difficult question to answer.

Q. That is what I want your judgment about—the value of the property on which that fabric of credit was built ?—A. I do not know what its market value was.

By Mr. BRADFORD :

Q. What do you believe it would have sold for in the market for cash ?—A. I do not know.

By the CHAIRMAN :

Q. It has come out incidentally from you, that some of the stock of this company was sold for 50 cents on the dollar ; was it not by a conversion into stock of first-mortgage bonds held by the stockholders themselves ?—A. No, the company received full value for the first-mortgage bonds in cash at par.

Q. Do you mean to swear that the company received par in cash, for the whole of its first-mortgage bonds ?—A. I do say so, distinctly, that the Seneca Stone Company received par value for its first-mortgage bonds in cash.

Q. Who bought those bonds ?—A. I should think that about \$60,000 of them were purchased by John L. Kidwell, Henry D. Cooke, and Henry H. Dodge.

Q. Were they not all stockholders and originators of the Seneca Stone Company ?—A. They were.

Q. As secretary and treasurer of the Seneca Stone Company, did you never take any trouble to inform yourself of the value of the real estate which constituted the principal foundation of that company ?—A. It was considered valuable. At the time the second-mortgage bonds were issued the property and improvements were valued at from three to five hundred thousand dollars ; some said \$300,000, some \$400,000, and some as high as \$500,000. That was in 1870.

Q. Do you not know that at the first organization of the company, in 1867, the real estate was put in by the originators of the company at \$450,000, and that the improvements and personality, including mules, wagons, implements of various sorts, tools, derricks, boats, and, in fact, all the property, machines, and appliances used for quarrying, were put in at \$50,000 more, thus making up the round sum of \$500,000, the original capital stock ?—A. The records say so.

Q. Now, I ask you, secretary and treasurer as you were of that company, have you no more knowledge than what you have stated of what was the assessed value of the real estate which was thus valued at \$450,000. I want the assessed value, in contradistinction of the stockholders' value.—A. The property was assessed before the company purchased it, and the assessment has never been increased to this day. I do not know the assessment on the real estate, but I know that the taxes amount to about \$750 a year.

Q. Do you know or not whether that real estate was ever assessed as the property of the Maryland Freestone Mining and Manufacturing Company ?—A. I do not know whether it was ever changed into their name or not.

Q. The property purchased by the company from Thomas Peters was all the real estate that the company owned, was it not ?—A. Yes ; the tract contained about six hundred acres of land.

Q. Was any part of that real estate called Montevideo ?—A. I do not know.

Q. Was any part called Conclusion ?—A. I do not know.

Q. All of the real estate owned by the company was in Montgomery County, Maryland ?—
A. Yes, sir.

Q. Have you never seen the public assessments of that property ?—A. No, sir.

(The chairman here put in evidence a certified extract from the records of Montgomery County, showing that the assessed value of all the real estate, with the improvements thereon, owned by the Maryland Freestone Mining and Manufacturing Company, amounted to \$43,200 in 1868.)

By Mr. BRADFORD :

Q. Do you know the rate of assessment on real estate in the State of Maryland ?—A. No, sir ; I do not.

Q. Did the company take a deed from Thomas Peters ?—A. Thomas Peters sold the property to Kidwell, Cooke, and Dodge.

Q. Did they take a deed ?—A. Yes.

Q. What was the consideration recited in that deed ?—A. I do not know.

Q. Did you never hear Kidwell, Dodge, or Cooke say what it was ?—A. No ; but I understood that they paid from \$65,000 to \$70,000 for it. I never knew the exact amount.

Q. Paid in what ?—A. In cash, I presume.

Q. Do you not know that it was paid for in stock of the company ?—A. I know it was not. I do not know the fact, but I am satisfied that it was paid in cash.

By the CHAIRMAN :

Q. Was not the avowed object of issuing the first-mortgage bonds to raise the money to pay for improvements on the property before it was owned by the Maryland Freestone

Mining and Manufacturing Company? If so, state what those improvements were.—A. The first-mortgage bonds were issued to raise money to build mills, to erect derricks, to purchase boats, mules, tools, and to work the quarry, and also to put up buildings—general improvements.

Q. Were not the second-mortgage bonds issued to raise money to supply the company with an available working cash capital?—A. In part. The second-mortgage bonds were issued to raise money to procure additional facilities, additional improvements in the way of buildings, to purchase additional boats and a variety of things, and to have a portion of it as cash capital.

Q. What portion of it was reserved as cash capital?—A. (Referring to the book of records.) Here is the exact thing. It was raised to do the following work: An addition to the new mill, \$20,000; improvement of old mill, \$5,000; two scows, and teams, \$3,000; tenements for laborers' families, \$10,000; to pay a portion of the present indebtedness of the company, \$17,000; for additional work on the quarry and for a fund to use in the business, \$37,000.

Q. Was not the whole of that amount thus raised for the purposes enumerated, except the \$5,000 paid by Henry D. Cooke, obtained from the Freedman's Bank?—A. There was \$63,500 obtained from the Freedman's Bank.

Q. Was not all the amount raised from the second mortgage obtained from the Freedman's Bank?—A. All that was raised on the second-mortgage bonds, with the exception of the \$5,000 from Henry D. Cooke, was obtained from the Freedman's Bank.

Q. You leased the property of the company last year?—A. Yes.

Q. What profit have you made on it?—A. I do not know yet.

Q. What did you agree to pay for the lease of the property last year?—A. One-half of the net proceeds.

Q. And you say that, up to this time, you have not been able to ascertain what the proceeds amount to?—A. No, sir.

Q. Is there any good investment in real estate that will not pay from 6 to 10 per cent. rental?—A. People generally expect to get 10 per cent. for their investments in real estate; sometimes they do, and sometimes they do not.

Q. Would you have been willing, when you took the lease of this property, to have stipulated to pay rental of 10 per cent.?—A. No, sir.

Q. Would you have been willing to pay 6 per cent.?—A. I would not have been willing to pay anything whatever.

Q. Was not the property leased to you because it had been found valueless or unprofitable in the hands of the company?—A. It was leased to me because the company could not carry it on. Its credit was entirely gone. The property was placed in the hands of the Freedman's Bank in 1874, and through it in the hands of the ex-president, Mr. Alvord, who ruined the whole thing.

Q. When was Mr. Alvord made president of the Seneca Stone Company, and under what circumstances, and for what object?—A. He became president in April, 1874, for the purpose of endeavoring to secure the debt of the Freedman's Bank.

Q. Was there not some arrangement between the original stockholders and Mr. Alvord for the purpose of getting him into the company? If so, state what it was.

A. I do not know of any.

Q. Do you not know that 10 shares of stock were given him as a donation, in order that he might be qualified to become president?—A. I understood at the time that General J. K. Barnes gave him ten shares of stock to enable him to become president. The records of the company show that he transferred ten shares to Mr. Alvord.

Q. Was General J. K. Barnes connected in any way with the Freedman's Bank?—A. Not that I am aware of.

By Mr. BRADFORD:

Q. Who is running that concern now, the Freedman's Bank or the company?—A. No one.

By the CHAIRMAN:

Q. The original owners of all the property owned by the Seneca Stone Company were Henry D. Cooke, John L. Kidwell, and Henry H. Dodge?—A. Yes.

Q. When the shares of the joint stock company were distributed, how was it done, and on what terms?—A. Here (referring to the book) is the order to issue the stock—1,663 shares to John L. Kidwell; 1,663 shares to Henry H. Dodge; 1,664 shares to Henry D. Cooke; 5 shares to J. H. Dodge, and 5 shares to Thomas Anderson, making the whole 5,000.

Q. For what purpose were the 3,000 additional shares issued, and on what terms?—A. The 3,000 additional shares were issued by order of the stockholders, under date of January 6, 1870. They were issued to the then stockholders in proportion to the amount of stock which they held.

Q. Who were the stockholders then?—A. I have not got the full list of them here; but here is a portion of them. The book containing the issue of the stock is not here. That would show who owned the shares at that time, and how many additional shares were issued to each one; but at that time the stock was considerably scattered by transfers.

Q. I want to know on what terms the additional shares of stock were issued.—A. They were issued by order of the stockholders themselves to themselves.

Q. Was there any transfer of stock made at any time from the original shareholders, Cooke, Kidwell, Dodge, Dodge, and Anderson, to other parties: if so, when, by whom, to whom, and on what terms?—A. (Referring to the stock-book.) On the 22d of November, 1867, J. L. Kidwell, H. D. Cooke, and H. H. Dodge sold to B. B. French 200 shares. I was then the secretary of the company and I kept this book.

Q. Does the stub show what was paid for that stock?—A. It does not.

Q. Why does it not?—A. I do not know that the stubs of stock-books ever show it.

Q. Why, then, does the form on this stub have printed the word "received," and blank for the amount?—A. This stub is signed by William S. Huntington, who received the stock from me to give to French. It is "received the above-described certificate."

Q. Why was this blank for the amount after the word "received" put on the stub if it was not intended to indicate the amount paid for the stock?—A. I do not know. I did not get up that book.

Q. Does not the printed stub itself show that it was intended to show what was paid for the stock?—A. I do not think it does. This book, I suppose, was got up for a company where the stock was paid for by assessment, and where the parties subscribed for so much stock. On issuing the stock to them, the stub would show how much money they paid, but in this case it was a full-paid stock.

By Mr. HOOKER:

Q. That book would simply indicate the transfer of stock?—A. It simply indicates the transfer of stock.

(The book was exhibited, and at the foot of the stub showing the issue of stock, the following appears: "Amount paid on issuing, \$——.")

By the CHAIRMAN:

Q. Is not the above form just like all the rest of the stubs in that stock-book?—A. The stock-book is the same throughout, I think.

Q. Do you know what B. B. French paid for his stock?—A. Only by hearsay.

Q. Who is the next stockholder?—A. The next issue is 200 shares to U. S. Grant.

Q. Do you know what he paid for his stock?—A. I do not, except by hearsay.

By Mr. HOOKER:

Q. What is there on that stub?—A. The same as the other, "No. 12, 200 shares of stock issued to U. S. Grant, 22d November, 1867. Received the above-described stock. W. S. Huntington."

By Mr. RAINEY:

Q. Did the same parties issue that stock to Mr. Grant that issued the stock to Mr. French?—A. Yes; the same parties.

Q. Who is the next?—A. F. D. Dent.

Q. The brother-in-law of the President?—A. He is said to be; he is called the President's brother-in-law.

Q. How many shares is that for, and what is the date?—A. It is the same date and the same amount, 200 shares.

Q. Who is the next?—A. The next is William H. Seward; same date and same amount.

Q. Who is the next?—A. J. K. Barnes, Surgeon-General; the same amount and the same date.

Q. Who is the next?—A. The next is William S. Huntington; same date and same amount.

Q. Who is the next?—A. The next is Caleb Cushing; same date and same amount; and the next is General Robert Williams; same date and same amount.

Q. Are there any others?—A. On the 17th of January, 1868, there is a transfer of 200 shares to James C. Kennedy, and on the same date a transfer of 100 shares to E. B. Washburne. On the 17th of February, 1868, 200 shares to Joseph L. Savage. On the 2d of May, 1868, 400 shares to R. J. Dobbins. (Mr Dobbins lives in Philadelphia.) On the 2d of May, 1868, 200 shares to Henry G. Moore, and on the 5th of May, 1868, 100 shares more to E. B. Washburne.

Q. All these certificates are signed by Huntington, are they not?—A. Not all of them.

Q. Some are signed by Huntington and some by yourself?—A. No, sir. There are none signed by me. All of the first issue were received by Huntington from me. I showed them to him, and he gave me a receipt for them on the margin. That accounts for about the bulk of the first issue. Then the certificates were broken up and re-issued to various parties.

Q. I understood you that these certificates of stock were issued by you, as the secretary of the company, and receipted for.—A. Yes; a portion of them were receipted for by Huntington, and a portion of them by other parties.

Q. Who were the other parties?—A. All that were issued on that one date were receipted for me by Huntington.

Q. What were Huntington's relations to the company at that time?—A. He owned some of the stock.

Q. How does it happen that he receipts for other people's certificates? Why did they not

receipt for themselves?—A. I do not know. I think he happened to negotiate these matters, and I suppose the fact is that most of these parties gave notes for their stock, and Huntington had negotiated the paper, I suppose, and helped them along in the finances.

By Mr. RAINEY:

Q. Did you ever see any of the notes that were given by these parties?—A. No, sir. I understood that notes were given, but I do not know the fact.

By Mr. BRADFORD:

Q. Huntington's receipts appear for all the certificates issued to Grant, Cushing, Seward, Washburne, Dent, French, and Williams?—A. Yes; for all the first of them.

By the CHAIRMAN:

Q. Do you know to whom any of these stock-notes were disposed of by Huntington, and on what terms?—A. I do not know. I never knew anything about the notes, what became of them, or anything about them.

Q. Was not the firm of Jay Cooke & Company the transfer-agents for the stock of the Seneca Stone Company?—A. At one time it was.

Q. Were not Henry D. Cooke and William S. Huntington members of the firm of Jay Cooke & Company?—A. Huntington never was a member of it that I know of. Henry D. Cooke was.

Q. Who constituted the firm of Jay Cooke & Company?—A. I do not know the members in full. Jay Cooke, Henry D. Cooke, William G. Moorhead, Mr. Fahnestock, and others. I do not recollect them all. They had a good many partners from time to time.

Q. Were any dividends ever declared on the shares of the Seneca Stone Company? If so, what was the percentage thereof, and how were they paid?—A. The stockholders declared to themselves 60 per cent. of new stock as a dividend; so the record shows.

Q. Were there ever public means resorted to, to impress the public mind with the value of this stock, by showing what dividends the company had declared?—A. Not that I am aware of.

Q. When was that dividend declared?—A. That was on January 6, 1870.

Q. Were you or not on intimate personal terms with the officers and agents, or some of them, of the Freedman's Bank?—A. I was on intimate terms with Huntington and Cooke; that is all.

Q. Did you ever know Henry D. Cooke or William H. Huntington to extend a loan by the First National Bank on any such security as the second-mortgage bonds of the Seneca Stone Company?—A. I do not know that they ever loaned any money on those bonds. I was not familiar with the operations of the bank.

Q. You were the secretary and treasurer of the Seneca Stone Company. Did you ever know that company to apply to the First National Bank for a loan on any such security?—A. I do not know of any application.

Q. With what agent or officer of the Freedman's Bank were the loans to the Seneca Stone Company negotiated?—A. I do not know.

Q. Have you any reason to know or to believe that any parties connected as trustee, officer, or agent, with the Freedman's Bank, received any bonus or commission on loans made to the Seneca Stone Company?—A. I do not know of anything of that kind.

Q. Do you know any other fact or facts than such as you have already deposed to, tending to show that the Freedman's Bank, through its officers, made loans on grossly inadequate security, or on no security at all?—A. I do not.

By Mr. RAINEY:

Q. You were asked if you knew of the Seneca Stone Company attempting to make any loan with the First National Bank, and you said that you did not. Can you tell the committee whether or not that company attempted to negotiate a loan with any bank except the Freedman's Bank?—A. (After referring to the book of records.) The company borrowed, on the 16th of November, 1872, of the German Savings Bank, \$10,000, on the company's note. There was no collateral with it, but simply the company's note, indorsed by, I think, J. L. Kidwell, Henry D. Cooke, and James C. Kennedy. The Seneca Stone Company borrowed, also, of the First National Bank, on the 18th of November, 1872, \$3,373.60.

Q. What was the security given?—A. I do not think there was any security given, but simply the note of the company.

Q. What does the book state on that subject?—A. "Note, dated November 18, 1872, First National Bank, \$3,373.60."

Q. There was no mention of security?—A. No, sir; there had been a good many loans made to the company by the First National Bank, and also by Jay Cooke & Company. A large number of them were negotiated and paid in the usual course of business.

Q. Were not these notes put in with good indorsers, and discounted in the usual way?—A. They were discounted in the usual way, sometimes with indorsers and sometimes without.

By Mr. HOOKER:

Q. But most generally with indorsers?—A. Both these banks discounted the company's notes a good many times without indorsers.

By the CHAIRMAN :

Q. Did I understand you correctly to say that the Seneca Stone Company paid to the First National Bank all the loans that it had obtained from that institution?—A. It did not. It owes still quite a large amount.

Q. Who constituted the First National Bank?—A. Henry D. Cooke was president and William S. Huntington was cashier. I do not know who the stockholders were.

Q. Was not a large majority of the stock owned by Henry D. Cooke, Jay Cooke, and William S. Huntington?—A. I only know from hearsay that Jay Cooke held the largest amount of stock. Huntington held only a small amount; I think twenty-five shares. How much Henry D. Cooke owned I never knew.

Q. I understand you to say now that the Seneca Stone Company negotiated numerous loans with the German Savings Bank, the First National Bank, and Jay Cooke & Co. Have these loans, as a general thing, been re-imbursed to the banks or secured to their satisfaction?—A. All but those of the First National Bank and Jay Cooke & Co.

Q. What amount remains unpaid to them and unsecured?—A. I do not know exactly; but I think that the Seneca Stone Company owes to the First National Bank three or four thousand dollars, and owes to Jay Cooke & Company from three to five thousand dollars.

Q. In other words, Henry D. Cooke, stockholder to a very large amount in the Seneca Stone Company, owes to himself, as partner and stockholder in the First National Bank, and as partner in the firm of Jay Cooke & Co., the sums of money to which you refer. Is that the state of the case?—A. That is a legal proposition which I am not able to answer.

Q. Was Jay Cooke a stockholder in the Seneca Stone Company?—A. No, sir.

Q. Were any of the other members of that firm except Henry D. Cooke stockholders in the Seneca Stone Company?—A. No other one except Henry D. Cooke.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, D. C., February 15, 1876.

Committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Riddle, and Stenger.

J. W. ALVORD recalled.

By the CHAIRMAN :

Question. You have heretofore testified that the trustees of the Howard University purchased the farm, on which the university is located, from one John Smith. Did the trustees at any time before or after that purchase, acquire other real estate; if so from whom and where is the same located?—Answer. The trustees acquired title to a tract called the Miller property, which is the present Le Droit Park, lying south of and adjacent to the Smith farm. I cannot tell the time at which it was acquired. It was an arrangement made by General Howard on behalf of the university, by which the trustees came into possession of it. The details I cannot give you.

Q. By what authority and for what consideration was the Miller farm, now known as Le Droit Park, afterward conveyed to Barber and Langdon?—A. They bought it, as I understood, from the trustees of the university. I should like to add here that, being superintendent of twenty-four branches and of three thousand schools at that time, all over the country, I was in the southern country a quite considerable part of all these years, and many things I could not be cognizant of in Washington.

Q. Was the acquisition of the Miller farm by the university before or after the time of the loan obtained from the Freedman's Bank?—A. I should say it was before, if my memory serves me.

Q. I understand from your deposition (you can correct me if I am mistaken) that you were opposed to and expressed your disapprobation of many of the securities which were accepted by the finance committee, and that you were denied, by a resolution thereof, the privilege of voting in its sessions, and were sent on field-work. Did not that field-work consist of persuasive appeals, addressed to the freedmen in different parts of the country, to deposit their money in the bank?—A. I want first to correct your opening statement. I did not say some of the things which you have just now expressed.

Q. State in what I am mistaken.—A. My exclusion from the finance committee was not by any recorded vote; it was by a ruling at the moment. When I inquired whether I should vote at some of the first meetings, they said no.

Q. The point is, were you excluded after your objection to these securities?—A. I want to say that it was not by a recorded vote.

Q. I do not care whether it was by a recorded vote or not. I ask you whether it was after you made opposition to these securities that you were excluded?—A. I should say that my opposition to some of them was before, but to most of them was afterward.

Q. I want to know whether you were excluded from taking part in the proceedings of the finance committee before or after you objected to some of the securities?—A. I began to

object before I was excluded. It ran along, however, for months and years after that. I always made objection to what was not legal in its nature. I thought we ought to keep exactly to the charter.

Q. Did you see much that was not legal?—A. Not a great amount. Occasionally, in the multiplicity of loans, there would come up a thing of that sort.

Q. Did you mean to say that after you had discovered that the managers of the Freedman's Bank were not proceeding legally, and were loaning out its funds on improper securities, you still endeavored to persuade the freedmen that the bank was a safe depository for their money?—A. My main efforts were while we were investing in Government bonds. For years I did that. I made very strong statements then, much stronger than afterward. I went among the branches much more during that period than I did afterward. I thought up to the last that we could pay 100 cents on the dollar, and I have stated that we could if things had been different in the business world, and in the management which we were subjected to by the law of Congress. I do not know that I ought to find fault with that, but I think it was a very awkward law indeed, either to go on with or to stop with; and that there has been an immense sacrifice under the law necessarily, which might have been avoided.

Q. Did you not, after your exclusion from participation in the proceedings of the finance committee, still endeavor to induce the freedmen to trust their funds to the bank?—A. I was not excluded from the finance committee. I could always remain, but not vote. I very often did meet with the finance committee, perhaps always when in town, usually; certainly I sat as chairman, but I had no vote nor veto. I sat and took the motions, and expressed my views.

Q. Did you not, after discovering the character of securities that were being taken, including those offered by the Seneca Stone Company, still endeavor to persuade the freedmen to put their money in the bank?—A. I think I did, more than I would do again, as I now know the result. So far as I did it, however, I did it in the belief that we could go through and pay up everything with interest. I would not again speak as strongly as I then did, with my experience of the results.

Q. When, and under what circumstances, did you become president of the Seneca Stone Company?—A. About two years since.

Q. Was it before or after the last amendment to the charter?—A. After.

Q. Was it before or after you had resigned the presidency of the Freedman's Bank?—A. After. The arrangement was made when I was passing away, in the discussion of bad loans, and it was suggested that I would use my endeavors and my influence and time in collecting those loans—the Florida loan and the Seneca Stone loan. The Florida loan was an irregular loan, made by the parties at Jacksonville, by cashing drafts improperly and in making drafts on us.

Q. You were one of the original getters-up of the Freedman's Bank, I believe?—A. Yes, I suppose so.

Q. While you were making your tours in the southern country, persuading the freedmen to deposit their money in the bank known as the Freedman's Savings and Trust Company, did you ever think of telling them that their funds were being squandered by the payment of over-drafts, by loans on bad and insufficient security, and otherwise endangered by the illegal proceedings of its managers in Washington?—A. I should have done it, if I had known it; but when I was in my work of establishing branches we invested in Government bonds only.

Q. I am not talking about the times you established the branches.—A. I went mainly during that period. Then I spoke very strongly of the security as on Government faith in bonds which we had invested in. Afterward, I went freely and spoke with confidence, because I did not know that these things were being done. It was after I came back to remain here more permanently that I found out that there were these irregularities. Many of them came out, to my mind, long after they were enacted.

Q. You admit, then, that you did do your best to inspire confidence in the Freedman's Bank?—A. Yes.

Q. When you found out that it was no longer worthy of confidence did you take any means to apprise them of the fact?—A. I spoke to individual depositors on the subject, and told them that I could not indorse any longer (especially after I had left the bank) the security of their funds. As you notice, some of the bad loans—the very bad loans—took place after I left the bank; as, for instance, Mr. Boyle's loan was made after I had left; therefore I knew nothing about it.

Q. Mention where the individuals resided, and who they were, whose attention you directed to the irregularities in the management to which you have referred.—A. The most prominent case was one of the servants in my own family. I remember that I had a conversation with her. I cannot recollect other distinct conversations. I know that what I stated to her I also stated to neighbors and various persons whom I met. I told them that I could not be longer responsible, but that they must look to the remaining officers and to the new president.

Witness desires of his own accord, and is permitted, to make the following statement in reference to what is known as the available fund of the Freedman's Bank:

The WITNESS. The available fund was one not exceeding one-third of the deposits of the company which could be used by being placed on deposit, or at interest, at the discretion of the trustees. Its design was that we might have a ready available fund for emergencies. It was simply one-third of our deposits, not a fund from any particular source. From that fund loans were made which would not be legal under the general charter that required Government bonds or real estate. We loaned from that fund at discretion. We did not take real estate always, (perhaps seldom.) The trustees took securities which I suppose they thought were good, but in practice many of those loans were on securities which I think were not as good as real estate or Government bonds. It came to be that it was a fund from which miscellaneous loans were made, and the actuary kept a certain sort of account which seemed to cover the balance on hand not loaned on real estate, which he called the available fund. It was an arrangement of his own, and when a loan came up that could not be made on realty, he would say, there is an available fund not yet used, (that is, there is one-third of the total deposits which have not yet been consumed.) If there was a balance not thus loaned from the one-third of the deposits, he called that the available fund. It was a distinction which he made himself.

By Mr. BRADFORD:

Q. Do I understand you to vindicate the officers of the bank by showing that as far as the available fund was concerned they had discretion to use it?—A. I am not vindicating anybody: I am just stating the fact that the available fund was more loosely used.

Q. It was loaned out indiscriminately, and very often without security at all?—A. I would not say indiscriminately, but at times more loosely than I could have wished.

By the CHAIRMAN:

Q. I see that in 1865 you went to South Carolina, with orders from General Howard to have bounty-moneys paid over to the bank. To whom were those orders addressed, and by what authority?—A. I do not recollect any such orders.

(The chairman here referred the witness to a report made by himself to the committee of the Freedman's Savings and Trust Agency, at New York, in which it is stated that he had sailed for Hilton Head, S. C., with orders from General Howard to have bounty-moneys paid over to the Freedman's Savings and Trust Company, and to investigate all the money frauds practiced on freedmen.)

The WITNESS. I recollect such a tour and that the report was made to the agency committee.

Q. I want to know by what authority General Howard issued any such order, and to whom it was addressed.—A. I do not think I had any such order. I think that it is a loose phrase which ought not to have been used. I presume I made a report of that sort, but I do not think I had orders from General Howard in regard to bounty-money. I know I had not, for he could not give such orders. It was when our directors met in New York that that report was made. Our first business was to take soldiers' savings. It was for that object that we first started the bank during the war. There were such immense sums taken from them that I thought we could do them a great benefit by having a legalized institution to save their funds. There were two or three little military banks, but they were not reliable and were not to be permanent. My first object in originating the bank was to secure soldiers' savings. I think that that phrase ought to be that I was advised or instructed to secure such moneys, in the bank, as I could for those poor fellows.

By Mr. BRADFORD:

Q. Where are the books of the Seneca Stone Company?—A. I have made efforts to get those books, and I got an order from the directors, in a meeting which we had the other day, that the books should be placed in the hands of this committee. I had supposed that Mr. Hayden brought them. Mr. Jones is secretary of the company.

Q. Has he charge of the books?—A. He has charge of the papers and records of the company.

Q. Has he charge of the cash-book?—A. That should be in the hands of the treasurer, Mr. Risley.

Q. Do you know where that cash-book is?—A. No, sir; only as I am told.

By Mr. STENGER:

Q. Have you made inquiry of Mr. Jones, the secretary?—A. Yes; he says the last he knew of it, it was at Mr. Risley's, where the committee was auditing accounts, and it was left there with the treasurer, very naturally, as the meeting was there.

By the CHAIRMAN:

Q. Do you mean to say that, as president of the Seneca Sandstone Company, you have no control over or access to the books of the company?—A. I do say that I have never seen any books, except the record-book and the stock-book.

Q. Do you mean to say that you have no control over the books of the company?—A. I suppose I ought to control them, but when I have asked for these books there has been the absence of the treasurer, so that it was impossible for him to respond. I asked him once by mail to send me the key to his private secretary, but it did not come. Thinking that the

committee might want it, I called a meeting of the directors and got a resolution passed directing the treasurer to place in the hands of the president of the Seneca Sandstone Company the treasurer's report of the company.

By Mr. STENGER :

Q. The directors knew when they passed that resolution that Mr. Risley was in Colorado?—A. No, sir; they did not know where he was. The last I heard of him he was in Chicago.

Q. They knew that he was absent from the city?—A. Yes.

Q. You have mentioned some cases where the securities deposited with the Freedman's Bank were shifted. Explain to us how it happens that \$15,000 in United States bonds obtained from the Rest Home Colony, in Louisiana, have disappeared, and the real-estate notes of George Mattingly been substituted therefor.—A. I inquired of the actuary, Mr. Stickney, about it, and he said that there was a stress one day, and that he used these bonds with the intention of only a temporary use.

Q. Used them for his own purposes?—A. No; for the purpose of paying depositors. It was during the two or three weeks of a rush on the bank. I spent my time in New York trying to negotiate United States bonds, of which we had a large sum at the time, but I could not get rid of the bonds at the price I wanted fast enough to meet our demands, and as he told me subsequently, he used these \$15,000, intending it only for the moment. I told him I was sorry that he had done so, and he said that he had replaced them, or was going to, with security which he thought would be sufficient, and that security, I suppose, is the Mattingly real-estate notes.

By the CHAIRMAN :

Q. Can you explain how it happened that George Mattingly came to the rescue of Mr. Stickney, and put in his notes?—A. No, sir; I cannot.

Q. Have you any knowledge of the uses to which that loan Mr. Smith has referred to were applied, except what Mr. Stickney told you?—A. No, sir.

Q. When did the run on the bank commence?—A. The great run commenced on the morning after the failure of Jay Cooke & Co., which was in 1873, I think.

Q. Was it not a fact that at the date of Jay Cooke & Co.'s failure, and for some time prior thereto, all the investments in United States securities had been changed or shifted?—A. No, sir; the first thing I did after that failure was to take \$200,000 of bonds in my side-pocket and jump into a train of cars for Wall street, and I certainly left \$400,000 in United States securities behind.

Q. Had there not been, prior to that time, a shift of the United States securities for real-estate securities, as authorized by the amended charter of 1870?—A. No, sir. I was the custodian, at that time, of this particular thing, and I know that they were always in the safe. I counted them every few days. I would go and look into the safe, although I was not the nominal custodian, and would know that those bonds were present. There were probably some \$700,000 worth, on the morning when Jay Cooke & Co. failed, in Government bonds, and we made the best use we could of them in meeting the run, I in New York, and Mr. Stickney here.

Q. Has there been any time within the last five years when Government bonds were not bearing a handsome premium in the market?—A. No, sir; and they bore a premium at that time. We sold them, even then, for more than we gave for them at first.

By Mr. STENGER :

Q. In regard to these irregularities in the way of securities, I notice that the names of the persons present at the meetings of the trustees are given, but on the adoption of the loans the vote is not recorded; that is, the yeas and nays are not given. I wish to know from you who they were who supported these irregular loans in that board, and who voted against them, as far as your recollection goes?—A. I should say that Mr. Albert, of Baltimore, was strong against them, and so were Mr. J. J. Stewart, Mr. Ketchum, of New York, and Mr. C. D. Purvis. I would not say that they voted uniformly against them, but the general tone of a certain portion of our trustees was that of caution. Even these men would sometimes misjudge, because, at that time, many of the things which afterward turned out to be very bad all of us thought to be good.

Q. There was a color-line in that business, which was perceptible?—A. The cautious men among us were always cautious. The reckless men (I mean the enterprising men) were always reckless.

Q. Let us hear, on the other side, who those reckless, enterprising men were?—A. I ought to say men who did not give their close attention to the discussion of securities; who would come in and vote, as I think, without sufficient study of the loan, and would vote the loan, if it seemed to be the general impression.

Q. Who were they?—A. I would not say that these men were reckless. Mr. L. R. Tuttle was one of that class, and Mr. Brodhead, the Second U. S. Comptroller, was one of that class. Both of them were very cautious men, but they gave us but little of their time. They came in to make a quorum, as we had to have a quorum. I wish to change the phrase "reckless men" into incautious men. The incaution came of inattention.

Q. Go on and give us some more of the names of these incautious men, if there were any more.—A. I do not mean to say that these men were incautious. I mean to say that such men as Mr. Tuttle and Mr. Brodhead were not with us sufficiently to judge. I do not recollect any others of that class.

Q. Well, then, we will have to have a third class. Was there not another class of trustees who always championed these irregularities and supported them earnestly and warmly; and, if so, who were they?—A. Mr. Huntington, Mr. Cooke, and Mr. Clephane at times; Mr. Huntington especially. I speak now of such loans as the Northern Pacific and the Seneca Sandstone loans. There were a number of Seneca Sandstone loans.

Q. Do you know anything about Huntington procuring money one Saturday night from the actuary until Monday morning, on the representation of Mr. Shepherd that he would pay it on Monday morning?—A. I have heard that stated. I do not know it. I was at home on Saturday nights.

Q. Before the board of trustees acted on these loans they were submitted to the finance committee?—A. Always.

Q. Of which committee you were chairman *ex officio*?—A. Yes; there was now and then a loan which came directly before the board of trustees which the finance committee had not acted on, but that was the general rule.

Q. That finance committee was composed of five members?—A. Yes; and it took three to make a quorum.

Q. Were not William S. Huntington, Henry D. Cooke, and Lewis Clephane, who were members of that finance committee, present, as a rule?—A. Yes; as a rule, they were.

Q. And did not they, as a rule, vote to sustain those loans which you considered irregular?—A. Yes; they voted to sustain that class of loans, some of which I thought were irregular. They made a great many good loans, of course. The great majority of loans made at that time were good loans. A noted instance was the Seneca Stone loan, which was managed out of doors, and was a compact signed by Clephane, Huntington, and Tuttle, that the securities and note should be given up at the end of six months if not paid, and that the bank was to fall back on the \$75,000 second-mortgage bonds of the Seneca Stone Company; that was an out-of-door arrangement, entirely unknown at the time to the finance committee, and which never went on record. The first time that I knew anything about it was a rumor that there was something wrong. I think Mr. Moses Kelly intimated it to me. The first real intimation that I had of it was the approach of Mr. Stanton, attorney of Messrs. Kilbourn and Evans, demanding of me that note and securities. I said, "You can have it if you will pay the amount." He said, "I have an agreement in my hand here which requires you to surrender that note to me to-day." I looked at him with astonishment, and said I could not surrender it, and should not. He handed me the paper, which I read, and saw that it was what is printed here on page 56 of the commissioners' report. I read it then for the first time. I had heard something about it, but that was the first time I had seen it, or that I really believed there could be such a paper. I said, "This is a conspiracy to get money under false pretenses, and I will not give it to you." Mr. Stanton saw that I was pretty excited, and he left. He continued to come every week or two, and said, "I will take you into court if you do not, as the presiding executive officer of the company, give me that note and securities." I said to him, "Take me into court, and if the court gives an order that I shall deliver them to you, then I will consider that order." After a time the thing was brought up, by Mr. Stanton, I suppose, before the trustees. Mr. Stanton did not appear there, but there were parties among the trustees who advocated that the note and securities must be given up on this contract. I took part pretty earnestly in that debate for three or four weeks, adjourning from day to day and week to week, and insisting upon it that it must have been a conspiracy, and that we were not bound at all by an out-of-door meeting, and that I would not give up the note and securities. I stuck to it till the trustees thought I was stubborn, and I wish I had been more so. At length there was a majority that voted to yield, and the next day, in my absence, Mr. Stanton, or some one, came in and got the note and securities of the actuary. I had no hand in giving them up at last.

By the CHAIRMAN :

Q. Did the actuary give them up without an order from the trustees?—A. There is a recorded order that the president shall give the note and securities to the parties claiming them on this agreement.

Q. Between whom was that agreement made?—A. Between Kilbourn and Evans and the actuary and these three members of the finance committee, Clephane, Huntington, and Tuttle.

Q. The date of that agreement was December 30, 1871?—A. Yes; at the time when the \$50,000 note was given.

Q. On page 57 is a report made by Mr. Stickney, as actuary, to J. M. Langston, chairman of special committee. What special committee was that?—A. A special committee of the trustees that was appointed on the question of demand, which I had referred to the trustees. I reported to them that I had refused the summons of Kilbourn and Evans' attorney, and I asked for a committee to consider the question and give me advice, and the committee was appointed to gather the facts and report, which it did.

Q. And it got this statement from Mr. Stickney, as actuary, on the 6th November, 1873?—
A. Yes, a statement of how the loan came to be made.

Q. Did the trustees observe that Mr. Stickney did not mention in the statement that the note was to be surrendered?—A. The fact was known in a private way. I think I had announced that there was that agreement when I asked for the committee.

Q. So far as the trustees were concerned they knew of the fact that this \$50,000 note was to be given up to Kilbourn and Evans, but they obtained the information outside of Mr. Stickney, the actuary, and not from him?—A. I got it from Mr. Stanton. Stickney knew of it, but I see it is not in the report which he made to Langston. It did not come *pro forma*.

Q. I want to know whether the actuary gave you full particulars of the transaction even when a select committee was appointed to ask for it, or whether you did not get the facts outside of your own officer?—A. The fact had become very patent, and it was that which brought up the whole question. I made instant complaint that there had been that sort of a loan, and I asked for the appointment of a committee to advise what I should do in the premises. Mr. Langston was appointed chairman of the committee to investigate the facts. The actuary made this report, stating how the loan came to be made and how it was arranged into this \$50,000 note of Kilbourn and Evans.

Q. And the letter of Kilbourn and Evans disclosed the fact of the contract?—A. Yes. You must recollect that this printed report is not the report of the trustees, but is the report of the commissioners, and there may possibly have been papers in the matter which have not been printed here. We were not obliged to find the facts from others. I made the charge, and the actuary very frankly corroborated all my statements. He said that he had had some information of it for some little time before I had, but that he knew nothing of it at the time of the transaction; he having been then only assistant actuary.

By Mr. BRADFORD:

Q. Were you present, as a member of the finance committee, when you were instructed to give up these papers to Kilbourn and Evans?—A. That was a trustees' meeting. I was protesting incessantly for four weeks, at least, and numbers of the trustees were with me, and I had strong hopes of carrying my point.

By the CHAIRMAN:

Q. For what purpose were the loans to Vandenberg made?—A. I do not know.
Q. What had you reason to believe about it?—A. I had reason to believe that the money went into the concern known as the Metropolis Paving Company, sometimes called the Abbott Paving Company, although probably a considerable part of that money was for Vandenberg's private use in the work which he had privately contracted to do. He had, I think, private contracts besides.

Q. With the paving company?—A. I think with the city, but I will not be certain.

SELECT COMMITTEE ON THE FREEDMAN'S BANK,
Washington, D. C., February 17, 1876.

The committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Stenger Riddle, Frost, and Rainey.

GEORGE MATTINGLY sworn and examined.

By the CHAIRMAN:

Question. On page 23 of the Report of the Commissioners of the Freedman's Bank, dated December 14, 1874, there appears this item: "August 9, 1872. George Mattingly, \$15,000," and under the head of "remarks" these words: "Lot 7, in square 750." Please explain to the committee the nature of that transaction.—Answer. I know of no transaction, except a simple loan made by the bank, which is there yet unpaid. It is secured by a deed of trust on one of the houses on East Capitol street, known as Grant Row—the center house, and the best house in the row. The debt is well secured.

Q. How came that loan to stand in your name?—A. Because it was made in my name, and my note was given for it.

Q. Did you give a deed of trust on the house?—A. I did.

Q. Did you have a free, absolute, and unincumbered right to the property?—A. I did.

Q. Can you explain why the commissioners have not collected that debt?—A. I cannot. They have sold the property recently at a great sacrifice, and that sale will be contested and set aside by the courts, I have no doubt.

Q. On what ground?—A. On the ground of the inadequacy of the price paid for it.

Q. Who was the purchaser of the property at the commissioners' sale, and who is contesting the sale?—A. I do not know who the purchaser was, but my impression is that it was purchased by the commissioners of the Freedman's Bank. I was not there at the sale. It had been postponed, and I did not know it was to come off, so I was not there.

Q. Who is contesting the sale?—A. My trustees. They have not commenced proceed-

ings as yet, but my attorney told me this morning that he should prepare the papers and contest the sale, and he has no doubt of his being able to set it aside.

Q. What did the property sell for?—A. I think about \$14,000.

Q. At what was it appraised when you mortgaged it to the bank?—A. I do not know whether the bank had an appraisal.

Q. What was its assessed value?—A. That I do not know; I had negotiated a sale of it, just about the time of the bank troubles, for \$27,500 with Colonel McKaig.

Q. On what terms as to payment?—A. A portion of it was to be cash and the balance credit. I do not recollect what portion of it was to be cash or what the exact terms were. The negotiation was made by a third party, and we were to meet the next morning to consummate the sale. That night there was a failure of some bank, and Colonel McKaig got a dispatch and went home the next morning at 6 o'clock. I never saw him since.

Q. I read to you, from page 5 of the Commissioners' Report for December 14, 1874, an extract showing that the bank held a real-estate note of yours for \$15,000, dated August 7, 1871, and immediately below that a statement in regard to \$15,000 deposited with the bank as a trust-fund derived from the Destrehan plantation in Louisiana, known as the Rost Home Colony, the securities for which are said to have disappeared. Is there any connection between that loan to you and the handling of that trust-fund? If so, explain what it is.—A. That is a matter which I know nothing about. I have heard it mentioned as a matter of hearsay.

Q. Have you heard it from any officer or trustee of the bank?—A. No, sir; I think I heard it from my attorney, Mr. James S. Edwards, whose office is on Louisiana avenue. I heard that that note of mine had been taken out of the bank, or its regular place, and substituted as security for some other fund of the bank.

Q. Then you mean to say that, while it is true that the bank held a note of yours of that date, secured as described, you have no knowledge of your own as to what disposition was made of it?—A. I have not.

Q. Or as to what became of the trust-fund of \$15,000, deposited in the name of the Rost Home Colony, and the securities for the same?—A. I know nothing about that. The loan of \$15,000 made to me was negotiated with the actuary of the bank. There was no commission paid; the loan is still standing and the bank still has the note. The interest has been regularly paid up to the present time. It was payable every six months. The last payment was made in August, 1875, and the next installment of interest is due this month. I sold the property, and we are now negotiating to close up and pay off that note entirely. I have negotiated for the sale of the property at \$40,000, out of which this note is to be paid.

Q. Do you know of any facts tending to show that any of the trustees, officers, or agents of the Freedman's Bank had any business connection with parties who obtained loans at the bank, or received any portion of the commissions paid thereon?—A. I do not.

By Mr. STENGER:

Q. There were two notes of yours for \$15,000 each?—A. Yes. In 1871 I borrowed \$15,000, and gave a deed of trust on property at the corner of Ninth and E streets. That loan still stands unpaid, but, as I said before, I have now negotiated a sale of the property, and I presume that within a few days that loan will be closed up. That is all there is about that. The second loan of \$15,000 was made afterward on this property in Grant Row, the center house, the best house in the row. The house was not completed at the time the loan was made, but it was considered to be worth \$30,000 when completed.

Q. Was the security given at that time the first incumbrance on that property?—A. That was the first and only incumbrance on it.

Q. I see by the second report of the commissioners, that the sale of that property was enjoined, and that the injunction was afterward dissolved. On what ground was that injunction prayed for?—A. I do not know anything about that. Mr. Albert Grant, who claims to have an interest in these houses, may have instituted some such proceeding; but there was no injunction on the sale by me.

By the CHAIRMAN:

Q. What is your business?—A. My business for the last twenty-six years, excepting the last two and a half or three years, has been transportation, mail-service, steamboating, &c.

Q. And you have generally resided in Washington?—A. I have been here between fifty-eight and sixty years.

Q. Have you socially or otherwise been brought sufficiently close to J. W. Alvord, O. O. Howard, G. W. Balloch, D. L. Eaton, or G. W. Stickney to know what their pecuniary circumstances were on their first appearance in Washington?—A. I have no acquaintance with Mr. Alvord, except having met him occasionally at the bank. Of his pecuniary circumstances I know nothing. Mr. Eaton is dead, I believe. He was the former actuary of the bank. Of his pecuniary circumstances I know nothing. I do not know anything of Mr. Stickney's pecuniary circumstances. Some of them I never knew. I would not know General Howard if he were in the room now.

Q. Do you know anything as to those parties, or any of them, building and improving lots in or near Washington, in an expensive style, in the last ten years?—A. Yes. General

Howard and Mr. Balloch both built very large and expensive houses out on the Seventh street road, just outside of the corporation limits. Mr. Stickney, I think, built a fine house on Sixth street.

Q. Do you know anything about the property said to have been sold to the Howard University, and called the Smith farm? If so, state what, in your judgment, was its value.—A. I know the property very well. I know its situation and location. I knew it when it belonged to John A. Smith; but I do not know how much of it the university bought.

Mr. STENGER. It bought 149 acres.

The WITNESS. It was a valuable place. I should suppose that that property was worth, when the university bought it, \$1,000 per acre, perhaps more.

Q. Do you know anything of the Miller farm, which was also sold to the Howard University, and afterward sold by the Howard University to Barbour and Langdon, now known as the Le Droit Park?—A. Yes. I know that location very well. It is just outside the corporation limits. I do not know much about it, but it was more valuable than the Smith farm, because it was down on a level with the city, and very accessible and easy to be converted into city lots.

Q. Do you know any facts that you can state showing how the failure of the Freedman's Bank was brought about and who was responsible therefor?—A. I cannot tell you anything about it, for I know nothing about it.

WASHINGTON, D. C., February 17, 1876.

J. W. ALVORD recalled.

Question. Have you brought us the treasurer's book of the Seneca Stone Company?—Answer. No, sir.

Q. State why not.—A. The day before yesterday I went directly from the committee-room, as I promised, to the house of the treasurer, and asked his daughter to let me have the book, as I had been ordered to obtain it. She could not find it at that time—or, rather, it was in the room where a very sick lady was—and she told me to come the next day, yesterday, and that she would give it to me, if she could get it. She would go in and hunt all around. I went yesterday, and found that she had left a note for me to the effect that the secretary of the company had sent an order for it by Mr. Hayden, and that she had given it, or what books she could find, to Mr. Hayden. I went immediately to the office of Mr. Jones, who said that he had given such an order, and that he supposed that Mr. Hayden had the book. I started very early this morning and went to Georgetown to Mr. Hayden's, but he had gone to Richmond. I inquired of Mrs. Hayden, and she said she did not know anything about it. I went again to Mr. Jones's office, thinking that Mr. Hayden might have left the book there before he went to Richmond, but he told me he had not, and he gave me an order on Mrs. Hayden to hunt for the book and to get it if possible. I went there, and she said she could not find it, but that she supposed it was locked up in a desk of her husband's, who had gone to Richmond to be absent two or three days. I regret very much that I am obliged to report back to the committee without the book. Here is Miss Risley's note.* I found it at the house, on my second call, when she had promised to deliver the book to me. Miss Risley is the daughter of the treasurer.

By Mr. STENGER:

Q. I understood you that Mr. Risley told you that Mr. Hayden brought the note.—A. The servant said that Mr. Hayden came with Mr. Jones's order and got the book.

SELECT COMMITTEE OF FREEDMAN'S BANK,
Washington, February 19, 1876.

Committee met at 10 o'clock a. m. Present, Messrs. Douglas, Stenger, Bradford, and Riddle.

THOMAS B. BRYAN sworn and examined.

By the CHAIRMAN:

Question. State whether you have ever had any transaction with any one, and, if so., with whom, through which you became apprised of the value of Seneca Stone stock; and, in

* Here is the note referred to:

WEDNESDAY, February 15.

General ALVORD—STR: I this morning received an order from Fred. W. Jones, esq., secretary, &c., for the books of the Maryland F. S. & Co., which were left here by my father. I delivered them to Mr. Jones.

Very respectfully,

OLIVE RISLEY SEWARD.

connection therewith, state the whole transaction.—Answer. I purchased stock of the Maryland Freestone Mining and Manufacturing Company, commonly called the Seneca Stone Company. I took it in the first place from Mr. James C. Kennedy, in part payment for a residence adjoining my own on Massachusetts avenue. I was applied to by an agent of Mr. Kennedy's for the price and conditions of sale of that property, and I had an interview with Mr. Kennedy at the instance of that agent. Mr. Kennedy, on my appealing to him as a stranger, (I being utterly ignorant of the stock and never having heard of its existence before that morning,) assured me that, as between brothers, the stock was worth in cash 80 cents on the dollar; in fact, that it was worth par, but that it would probably not command over 80 cents in cash in the market. On introducing the subject to Mr. Kennedy, I mentioned that I had called on my brother-in-law to ascertain whether he, Mr. Kennedy, could be relied upon in estimating his own property, and that I was informed that such was probably the case. I mentioned this to Mr. Kennedy, and made a special appeal to his honor. The mention of the value of the stock "as between brothers" had reference to that special appeal.

Q. It meant then that he told you upon honor?—A. Yes, sir; it was clearly so understood both by himself and myself and by the agent who was present at the negotiation. After some further mention by him of the condition of the company, and of the fact that he was about to secure me a good neighbor in the person of some Senator, (whose name he did not give,) I accepted the proposition, receiving some \$22,500 of the Seneca Stone Company at an estimate of 80 cents on the dollar, and the difference (between \$5,000 and \$6,000) in secured paper for the property. That is the substance of the interview. This occurred about six years ago, as my memory serves me, (I think in the month of February, 1870.) Mr. Kennedy referred me to Governor Cooke as a proper person to give me an estimate of the Seneca Stone Company.

Q. Did he give you any other reference at the same time?—A. I think not. On leaving Mr. Kennedy, I went to the agents in whose hands the property had been placed for sale, and withdrew it, mentioning my having effected the sale of it. On being interrogated as to what I had received, I stated the facts. These agents were Messrs. Fitch & Fox, very reliable gentlemen. They expressed great surprise that the stock had been palmed upon me at that price, and still greater when I mentioned the circumstances attending the negotiations, saying that they had offered the same stock but a day or so before to this same gentleman, Mr. Kennedy, at 40 cents, and that he had rejected it. Repeated inquiries confirmed me in the conviction of my having been overreached under circumstances of peculiar aggravation, and in 1874, (I think it was,) on obtaining written evidence of the duplicity of Kennedy, I instituted legal proceedings, which, at his instance, were changed to an arbitration, he employing E. L. Stanton as his arbitrator, and I, John Selden, as mine. The case was managed for him by Richard T. Merrick, his attorney, no one being employed in my behalf. I managed my own case. It resulted, after a tedious arbitration, in an award of over \$10,000 to be paid by Mr. Kennedy in cash, in addition to the costs of arbitration. Subsequently to the closing of the contract with Mr. Kennedy, (probably after the lapse of some days,) I applied to Mr. Henry D. Cooke as to the value of the stock, and was informed by him that it was worth about what I paid for it. He declined, however, to accept the offer of the stock at a lower percentage than I paid. I was then not aware of the fact that Mr. Cooke was personally interested in the stock which I had purchased, he having been joint owner with Mr. Kennedy in the stock itself, as appeared in the testimony of Mr. Kennedy in the progress of the arbitration.

Q. Do you mean in that particular stock which was sold to you?—A. That particular stock.

Q. Did you, at any time, and not long after the contract with Kennedy, offer it to him at fifty cents on the dollar?—A. I did, certainly; within a very few days.

Q. With what result?—A. With an equivocal declination, and an excuse on the ground of his owning largely of it at that time, and having further use for his available means.

Q. Do you know of any other connection between Kennedy and Cooke, excepting the joint ownership of the stock to which you have referred?—A. I do not, except as testified to by Kennedy, that they were operating somewhat jointly in the disposition of this Seneca stock. I have no personal knowledge beyond his testimony. He said so.

Q. Was that statement of his under oath?—A. All his statements were under oath. Mr. Kennedy is now dead.

Q. How long was it after the transaction to which you have referred that the arrangement with Mr. Kennedy under the arbitration took place; and what were the terms of that arrangement?—A. I had employed Mr. Walter S. Davidge as my attorney, to institute the proceeding in court, but, at Mr. Kennedy's request, I changed it to arbitration, and, at his request, also consented to dispense with Mr. Davidge's services because of some personal hostility existing between them. The terms were embodied in the paper of submission, drawn by myself, involving the double issue of the question of honor connected with the transaction, and also of the consideration paid by Mr. Kennedy.

Q. Was or was not the award in the nature of a compromise so far as fixing the value of the Seneca stock was concerned? And, if so, state at what figures that stock was put to you in that arrangement.—A. The award itself was couched in terse terms, and I could only

surmise that the arbitrators based their decision on estimating the stock at forty cents, but I am not positive as to that. The stock, however, was not worth forty cents at that time.

Q. Did you hold at any time any of the stock of the Seneca Stone Company except that which you obtained from Kennedy?—A. I did; having taken it in the same way, but without the objectionable features attending the acceptance of that stock.

Q. State how many shares of Seneca Stone Company's stock you held at different times; from whom they were obtained, and for what prices.—A. My impression is that at that time I should have regarded 39 to 40 cents as the full cash value of the stock, although I was more ignorant of it then than I am now, of course. I never received a cent of dividend in my life from it. It has been dead stock. I have now \$36,000 in the nominal par value of that same stock in my hands. I presume that it is worthless. During this arbitration, Mr. Kennedy produced witnesses as to the then value of the stock; and, on their placing on it a much higher estimate than I supposed it should legitimately bear, I tendered my own stock to the witnesses themselves at 25 cents on the dollar, and it was declined.

Q. Give us the names of those witnesses who testified as to the value of it.—A. One of them was Dr. John L. Kidwell. There were others, but they were men whose names I cannot mention. I think they were some brokers in the city; but this offer of mine was in the presence of the arbitrators and of the witnesses.

Q. Did Kennedy in his conversation with you, with a view of bulling the stock, refer you to the character and position of men who were interested in it?—A. I have no recollection of his mentioning any other name at that interview but that of Henry D. Cooke. He may have done so, but I do not think he did.

By Mr. STENGER:

Q. That name was considered potent enough then to carry anything?—A. Yes, sir.

WASHINGTON, D. C., February 19, 1876.

C. B. PURVIS sworn and examined.

By Mr. STENGER:

Question. State your residence and profession.—Answer. I reside at 1118 Thirteenth street, Washington City. I am a physician, and am a professor at the medical school of the Howard University.

Q. State what connection you had, if any, with the Freedman's Savings and Trust Company.—A. I have been trustee of that bank since March, 1868. Just before it closed I was its first vice-president and a member of the finance committee. I was for one week, I believe, a member of the finance committee. I was put in on the day of the resignation of Cooke, Huntington, and Broadhead, and I resigned at the next meeting of the committee, I believe.

Q. State whether or not, during your connection with that bank in the different capacities that you have named, you observed any irregularities in relation to the conduct of the business of the bank?—A. It was some time before we had any regular meetings of the trustees. At that time I was connected with the Army as contract-surgeon, and I did not give much attention to the bank. The first thing that I remember anything about was when Mr. Edgar Ketchum called the attention of the trustees to the Seneca Stone loan, and to the investments in the Northern Pacific bonds. He introduced a resolution at that time directing the actuary, D. L. Eaton, to call in those loans. The minutes of the trustees show that this resolution was laid on the table; but my memory is that it was passed.

Q. When was that?—A. In 1871. Mr. Ketchum made an animated speech, and I always supposed that that Seneca loan was called in.

Q. That loan was to the Maryland Freestone Mining and Manufacturing Company?—A. Yes; and the bonds of that company were taken as collateral. I do not recollect the amount of the loan, but it seems to me that it was as much as \$20,000.

Q. And at that time there had been an investment in the bonds of the Northern Pacific Railroad Company to the extent of \$50,000?—A. Yes. Jay Cooke & Co. wanted the Freedman's Bank to take an agency to sell some of these bonds, and they also had borrowed \$50,000 from the bank and had given some of these bonds as collateral security, giving us their guarantee to take them back on five days' notice. Both these cases came up at the same meeting of the trustees, and that was my first knowledge of irregularities in the bank. Henry D. Cooke was a member of the firm of Jay Cooke and Company, and was chairman of the finance committee of the Freedman's Bank, and was permitted at that time to exercise unlimited control of its finances. This resolution of Mr. Ketchum's was afterward referred, on the motion of Mr. Huntington, to the finance committee, of which he and Cooke were the chief members. After hearing Mr. Ketchum's speech, I was impressed with these two things as being irregular, and the board of trustees always supposed that the Seneca Stone Company's loan had been called in. As to the Northern Pacific bonds, we had very hard work in getting Jay Cooke & Company to take them back. In 1872 we again adopted an-

other resolution requiring these bonds to be taken back, and it was done, down to within \$200, which we found unpaid when the bank went out of existence. These are the only two things that I can think of. The irregularities in the bank in the way of loaning money I have discovered more about since I have been out of the board of trustees than I knew when I was in the board.

Q. The second-mortgage bonds of the Maryland Freestone Mining and Manufacturing Company were given to the bank as collateral security for certain loans?—A. Yes. The first loan to the Seneca Stone Company was given on first-mortgage bonds as collateral. That was a comparatively small loan, and it was afterward increased from \$20,000 to \$50,000; and how the securities were converted from first-mortgage into second-mortgage bonds, I never found the mortal being who knew anything about. The trustees always supposed that that loan was called in until after the bank closed, and we did not know what had become of the first-mortgage bonds until Kilbourn and Evans sent their attorney, Mr. E. L. Stanton, to us to prosecute us for certain securities which they had given us. Then, Mr. Stickney, the actuary, or Mr. Alvord, the president, laid before the trustees the nature of this demand, which was that we return to Kilbourn and Evans their note and securities. None of the trustees had ever heard of the circumstances before, unless it may have been the members of the finance committee; and they never let on that they knew it; they all denied emphatically that they knew it, at least those of them who were present. Messrs. Cooke, Huntington, and Broadhead were out of the finance committee at that time. Kilbourn and Evans demanded the return of their securities, and that our guarantee to them be carried out: which was that if the Seneca Stone Company did not pay the loan within a certain time, (I think ninety days,) we would remit, as security for it, \$95,000 of second-mortgage bonds, (which bonds were already in the possession of the bank.) That was the first I ever heard of the Seneca Stone Company loan not having been paid; and it came up in that form. We were a good many months considering that matter.

Q. Did the board authorize this to be done?—A. We allowed them to take back the note and securities. The securities were worthless things. They were the stock of the Metropolis Paving Company, I think. There was a good deal of dispute in the board about the matter, but it was carried by a majority vote.

Q. Was there any paper or any order signed by any person authorizing the exchange of first-mortgage bonds to second-mortgage bonds?—A. Never. Mr. Tuttle says that Mr. Cooke had a hand in getting them exchanged; that he came to him one day when he was busy signing bonds and said, "I wish you would sign this paper in reference to the Seneca Stone Company." Cooke said that it was carrying out the wish of the board of trustees. Tuttle didn't know what it was, and he said, "Mr. Cooke, I have not time to read it. I am busy now signing bonds." Cooke asked him whether he would not believe what he said. "Well," said Tuttle, "you have been the financial agent of the Government and have had a great many millions pass through your hands. I have no doubt of what you say, and I will take your word;" so he just signed his name to the paper, and Cooke went away with it. And that is the way Tuttle says that the first-mortgage bonds were exchanged for second-mortgage bonds. I met Mr. Tuttle on the street yesterday, and he told me this story, and says that Cooke will not deny it.

Q. Then it was done by the order of Tuttle, on the representations of Cooke?—A. Yes. When the actuary laid before us the demand of Mr. Stanton, we learned that this agreement had been signed and hidden away by Mr. Eaton, the actuary, and by the finance committee, Cooke, Huntington, Clephane, Tuttle, and Broadhead. It seems they had all signed it, but had never reported it to the board of trustees. The only reason why we returned the note to Kilbourn and Evans was that there was a considerable run on the bank at that time, and we did not want it to go out to the public that the bank had been sued. Mr. Langston was appointed to investigate the matter, and he unearthed the facts after a long investigation of some weeks; and yet, the members of the finance committee who were present when the thing was first reported, denied emphatically having ever signed that agreement, or having had anything to do with it.

Q. Do you know anything of a transaction between Mr. Stickney and a man named Boyle?—A. After Jay Cooke & Company failed we had in our bank \$650,000, of currency notes and other bonds, amounting altogether to over \$800,000. To meet the run made upon us, we had to sell our bonds. The trustees met every two or three days and authorized the executive officers of the bank, the president with his actuary, to sell bonds, \$100,000 or so at a time. The president went to New York to sell some of the bonds, and it seems that (without any authority whatever) Mr. Stickney sent Mr. Boyle to Baltimore to sell some of the bonds. This I have only got from our inspector, Mr. Sperry. It was hard to sell these bonds, because they were of a thousand dollars denomination; if they had been \$100 bonds, we could have sold them readily. Afterward my father asked me in regard to a loan to Boyle, and I told him that we had never made any such loan. On inquiring into it, I found that Mr. Stickney, even when we were in such a state in the bank that we had sold every bond except \$500, simply on the pretext that Boyle had done the bank good service, loaned him \$21,000 on which we had no security. On the strength of that, I called the trustees together for the purpose of asking them to remove Mr. Stickney from the trusteeship which he had acquired under the law of June, 1870. I there mentioned the matter, and Mr. Leipold

contradicted my statement that Stickney had loaned the money in the way I have mentioned, but he made this extraordinary statement: that Mr. Boyle had sold bonds for the bank at different times, and that every time he had retained some of the money, so that in the aggregate he owed the bank the amount of \$21,000, and that then, to cover up the transaction, Stickney took this note from him, but put it in the shape of a loan. Boyle has never rendered any account to the bank of the amount of bonds that were put into his hands by Stickney. Of that transaction, however, none of the bank officers proper, except Stickney, had any knowledge.

Q. This note of Boyle's, according to Mr. Leipold's statement, was given by Boyle to the bank?—A. Yes.

Q. And Stickney took security for it on a house and lot?—A. I believe he afterward got security on a whole row of unfinished houses, which houses were encumbered by various kinds of liens, and which houses have been sold since and purchased by Mr. Stickney. The bank never realized a dollar out of that \$21,000 loan, and never will. Stickney was assistant actuary during the life-time of his uncle, Mr. Eaton, who was actuary up to his death. Stickney is a young man in whom the bank officers had implicit confidence. It was the custom of the actuary to give a bond to the bank, which bond was renewed every year. Prior to the last election, in March, 1874, we had determined to get rid of an element which was believed to be the cause of all our disasters, and we colored men put into the bank Mr. Douglass. We looked upon Mr. Alvord as old and incompetent; but he had strong friends who stuck to him. The strength which he had in the institution for electing himself as president, was, that he had been, in a great measure, the originator of the bank, and then he had his Church connections there. All the colored trustees, I may say, discussed the matter and determined to change the president; and, if the new president did not find his actuary all that he wanted, after he had been there a little while, the actuary was to be changed. As the thing was, we, trustees—meeting but once a month, and then only hearing statements—could really know nothing about the affairs of the bank. Dr. Augusta and myself and others of us were in rather bad odor and were tabooed. I had been instrumental in defeating the re-election of Senator Patterson of New Hampshire, and I have never got over that since. I have been called a pimp and a black-leg, &c., by the Star and other papers. We found that we were losing our control among the colored people, and we had hopes to get it back again, and to control the bank as well. We therefore elected Mr. Douglass as president, and then we discovered that Mr. Stickney, the actuary, had not given his bond for the past year, and that the president and finance committee had been derelict in not exacting it from him. The actuary explained it, saying that he had forgotten it; that, on account of the three or four runs on the bank, he had been overwhelmed with business, and had not been able to attend to it. The trustees ordered him to file his bond, and ordered the president to see that it was filed. Subsequently the trustees sent for him, and Mr. Langston said that, as the trustees were going to hand the bank over to the commissioners, they wanted him to bring in his bond and deliver it. Then Stickney commenced to cry. That was pretty good evidence of his guilt, for we were not in a prayer-meeting. I knew that there was something wrong, and that shook my faith in him right off. Then I commenced to make these inquiries, and I discovered this loan of Boyle's. Having discovered it, I called the trustees together, and I found that we had never authorized such a loan. All the loans that had been made to Fleming had never been authorized by the trustees, and I doubt if the finance committee had ever authorized them. I think that the actuary made the whole of them. Some of Fleming's loans were good loans—for instance, one on his house on Twelfth street; that was a good loan.

Q. Do you know anything of a loan made to Huntington?—A. I only knew that since his death. That loan was made by Mr. Eaton, the actuary. The due-bill was found, showing that Huntington had borrowed \$3,000 or \$3,500 from Mr. Eaton. I think that Eaton explained it in this way before he died: He told some of the trustees that Mr. Huntington ran into the office one afternoon and said, "I am short to-day, in the First National Bank, about \$3,000. Let me have it till to-morrow." That was a small matter for such an institution as the First National Bank, and Mr. Eaton let him have the money, but Huntington never paid it.

Q. Was there not another loan made on the representations of Mr. Alexander R. Shepherd?—A. It appears in the report of the commissioners that Mr. Vandenberg owes a large amount. These loans never came directly before the board of trustees, or, at least, a very few of them did. The actuary, in reading his report to the board, would say, "City securities, (naming the class,) so much invested." Some members of the finance committee, including Moses Kelly, the sinking-fund commissioner, were very earnest in the defense of these securities, and Mr. Kelly invested largely in that kind of security for his own bank, (the National Bank of the Metropolis.) I was very much opposed to it, as I was opposed to everything connected with the board of public works. Stickney staid at my house, and, talking with me one day, he said that he had never done a wrong thing in the bank except letting Vandenberg have a large sum of money one night. I asked him how much. I think he said \$30,000. That perfectly astonished me, so I "went into" him, and questioned him very closely thinking that I would have occasion to recollect it and use it. He said that Vandenberg came to him wanting some money to pay off his hands that night, and that Shepherd said, "Vandenberg's accounts are

approved, but look what a crowd. (This was on Saturday night.) I will pay you on Monday, if you let him have the money." Stickney said that he would let him have the money, and he did let him have it. Afterward he went day after day to see Mr. Shepherd and could not see him. When he did see him, Shepherd was more forcible than polite, and told him that he was in a damned hurry to get that money. Subsequently Shepherd said to him, "If you do business in that kind of a loose way, you are a damned fool;" and that time he told the truth. This is what Mr. Stickney says about the matter, and I presume he is to be believed on that point.

Q. You refer to Mr. J. V. W. Vandenburgh and Alexander R. Shepherd; were Vandenburgh and Shepherd connected in business?—A. Vandenburgh was a contractor under Shepherd.

Q. Had you a conversation with Mr. Leipold, in presence of the other two commissioners, in reference to the employment of a Mr. Cook?—A. Yes. Mr. Leipold was recommended to us as a trustee by Mr. Ela, the Fifth Auditor, and by some others, as being a very fine accountant, and we elected him on that recommendation. He was then a clerk in the Treasury, getting just as much salary as he gets as commissioner of the bank; that is, \$3,000. The other two commissioners were Mr. Creswell, who was elected because he had been a cabinet officer, &c., and my father. Just before the bank went into liquidation, Mr. Cook, a young colored lawyer, a young man of marked ability, was employed by us as our solicitor, and when we went into liquidation he still wanted to retain the position. I told him that if he would write a letter I would take it to the commissioners, and would tell them all about him. He wrote the application, and I went in with it and with an application from another young man who wanted to be an auctioneer for the bank. The commissioners read Mr. Cook's application, and I instantly saw Leipold get angry. I went on and gave my reasons why I thought that he should get the appointment. I said that this was a bank for the colored people, and that as they would have had a large number of deeds of release executed, and as this young man was a notary public, it would be well to let him have the appointment. Leipold got up and said, "We will not do it." His manner was very offensive. He said, "I came here, not for this paltry \$3,000 a year, but for my reputation. I intended to do all this legal work myself; to go into the court and to make a reputation as a lawyer. I want to get out of this Government employment, and I want to receive the fees in these cases myself. I do not see any reason why I should not take these deeds of trust and release, and make them out myself, at home, and receive the extra fee for the business." To which I replied, in a very straightforward way, "If I had known for one minute that you came here to make this a stepping-stone out of which you could make money, I would not have voted for you." Some compliments passed between us, and I retired. Some time in 1872, I think in March, Mr. Alvord came to my house and said that there was something which he thought he ought to tell me, that the finance committee had very ingeniously succeeded in taking from him the custody of the funds and in making him a kind of general agent, and he said he had the impression that Cooke & Company were about ruining the institution. I abused him a good deal for not telling us before. He spoke of the actuary being about to sell some property which had been taken by the bank as security. The law allows trustees in deeds of trust 5 per cent. upon the sale of property, unless a smaller percentage is specified in the deed; and our actuary, Mr. Eaton, had been in the habit, without consulting anybody, of putting himself in as trustee in all the deeds of trust, (of which we had some 2,000,) and his nephew, Mr. Stickney, as the second trustee. Mr. Alvord spoke to me about this, and I said I would draw a resolution on the subject; so I had a resolution drawn by J. J. Stuart, declaring that in all sales on behalf of the bank, our actuary was our paid officer and merely represented the institution, in purchases arising from such sales. That resolution did not pass, but we left it on the table, because the actuary got up and said that he knew he had the legal right to the fees, but that, properly and equitably they belonged to the bank and should go to the bank. He said that he had never taken a dollar of these fees and never would, and so the resolution was left on the table and not passed. As soon as the bank went into liquidation, I found that Mr. Stickney was going to claim these fees, and I appeared before the commissioners and urged that he be removed, because a man who would not give the bond required of him as actuary, and who would act as he had done in the matter of Mr. Boyle, could not be trusted. However, I never could gain Mr. Leipold's ear. He did not treat us politely, but would go on writing when we were speaking to him. My father went to Philadelphia and wrote a letter to the commissioners. It seems that several men had paid Stickney money, liquidating their indebtedness to the bank, and that he kept it. Mr. Williams, ex-member from Indiana, was one who did so, and other people also paid him money. The commissioners can tell you who they are. Not only has Mr. Stickney done that, but I understand, through my father, that he has kept back money from these sales of trust-property, and that to-day he owes the commissioners some \$1,200, and with all my father's protests and insisting and demanding that this fellow be removed, he is still retained. I found that he had been guilty of another irregularity, in the matter of \$15,000 of bonds belonging to the Rost Home colony. I was informed by a young man, George H. Johnson, who used to be our chief clerk, about this matter. Said he, "There is one thing going wrong with the bank." I asked him what it was. He said that it was that Rost Home colony matter. I said I had never heard of such a thing—and I never had

heard until he told me. It seems that there was a man named Rost, who was a large slaveholder in Louisiana, and who ran away from his plantation during the war. General Howard took possession of the plantation and worked it, and paid the hands, and formed a colony, with school-houses, &c. After paying the hands and all expenses, there was a profit left of \$15,000, which was invested in currency sixes, and put in the bank for the benefit of the colony. President Johnson returned the farm to the owner, and the bonds were deposited in the New Orleans branch, and were transferred for safe-keeping to the principal bank here. General Howard could have taken these bonds and used them for educational purposes or for the Bureau, but he evidently forgot it, and there they lay. After the Freedman's Bank closed, the People's Bank was organized, with Mr. Stickney as president, and this young Johnson was employed in it as clerk. He told me that the interest for a real-estate note credited to that colony was being paid into that bank, but that the interest was being credited to the colony, which was an imaginary institution. I told this to my father, and he made a note of it. He went to the Freedman's Bank and called up Stickney, and asked him about it. Stickney was very much embarrassed. His explanation was this: That the bank was so hard pressed that he took these \$15,000 currency-bonds and sold them, and put to the credit of the colony a \$15,000 real-estate note, amply secured. That, however, was not true, as the note was \$1,800 short of the \$15,000. He had that note put away in a small box, and he turned it over to the commissioners. The commissioners had been in existence some two months or more, and we had turned over to them everything belonging to the bank, but Mr. Stickney had not turned over this note until it was discovered in this way. The affairs of the Freedman's Bank ought to have been wound up long before, because it was a very unwieldy and unmanageable institution, and I had been trying for a year or two to have it wound up. The cashiers at most of the branches were a set of scoundrels and thieves—I mean particularly those at Beaufort, Jacksonville, Fla., Mobile, and Vicksburgh. These fellows were all thieves and scoundrels, and made no bones about it. The cashier at Jacksonville took \$6,000 from the bank and loaned it to his son-in-law, without security, in order to make up a deficit which the son-in-law had in his account as tax-collector in one of the counties. They were all thieves and scoundrels, but they were all pious men, and some of them were ministers. The cashier at Jacksonville is a minister, and to-day he has a large Sunday-school; almost all of them are ministers. I think that Mr. Beecher, the cashier at Montgomery, acted dishonestly. He may pay every dollar of it back, but he took the money of the bank without authority.

By the CHAIRMAN:

Q. How was the branch at Richmond managed?—A. Honestly.

Q. And at Charleston?—A. Honestly.

Q. And at New Orleans and Savannah?—A. They were all managed honestly. More than half of these branches were losing institutions and never paid within 50 per cent. of the expenses. The failure of the Freedman's Bank was owing, in a great measure, to the run. The bank had been made a subject of political influence continually. The election in North Carolina and of Grant in 1872 cost us \$300,000, because there was a rumor that the money of the bank was being used for the election of General Grant, and that caused a run upon us which cost us \$300,000.

By Mr. RIDDLE:

Q. Do you know anything about the Memphis branch?—A. I do not. We paid out within eighteen months, in the first runs, \$1,800,000. Before there were any runs, we had at one time over \$5,000,000 in the bank, and then we made only just money enough to meet expenses. The bank was subject to political influence. Every colored politician down South was the enemy of the bank. I presume that they wanted to get their hands into it. The opposition from that source was very strong, but the failure of Jay Cooke & Co. killed the bank. We had, as I said, about \$700,000 in bonds at that time, and we hypothecated some of our real-estate notes, so that we paid out about \$800,000 on that run. The amendment of the charter, giving us the right to appoint commissioners, (but all deposits, after a certain date, to be special deposits,) while it was a providential thing, capped the climax. I believe that, if the bank had gone on to this time, there would not have been a dollar left. We never knew that the cashier at Vicksburgh was a thief until latterly. I do not know how much he stole. Then the bonds of all these cashiers were not worth the paper they were written on, although they were all sworn to before judges down there.

By the CHAIRMAN:

Q. Was it not the business of the inspector to go around and examine the condition of the banks and keep the board of trustees advised?—A. Yes; but it was pretty hard upon him, for it was a put-up job upon him right along.

By Mr. STENGER:

Q. Who is the solicitor of the commissioners?—A. Mr. Enoch Totten. Although Mr. Leipold's name appears on the docket as associated with him in these bank cases, he never appears in the courts in these suits.

Q. Then he and Totten are associated professionally?—A. Yes, sir.

Q. Did not Mr. Totten make a collection for the bank, and offer to Mr. Leipold half of his fee?—A. I can only answer that in this way. Mr. Sperry came and told me that Mr. Leipold came to him and said: "Totten has offered me so much money, (I think \$700, or half of what he received;) had I better take it?" "No," said Sperry, "you must not take it." Leipold came to him subsequently, and said that he did not take it; but, after that, his name appears with Totten's. Sperry can swear to these facts. The only hesitation I have in making this statement is that Mr. Leipold is rather a vindictive man, and as Mr. Sperry is a very poor man, Leipold might remove him. In fact, he has been wanting to remove him ever since he told him about this offer.

Q. Do you know whether Mr. Clephane, who was a member of the finance committee, was also a stockholder in the Metropolis Paving Company?—A. Yes; he appears as stockholder in it, and, if I am not mistaken, he was also a stockholder in the Seal-Lock Company, whatever that may be.

Q. What were the official positions of G. W. Balloch at that time?—A. Mr. Balloch was a member of the finance committee; but he came in after all these bad loans were made. He was also treasurer of the Freedmen's Bureau; he was also superintendent of streets under the board of public works during the time that Cooke and Huntington were in the full vigor of their missionary work. Cooke was governor of the District, and Eaton a member of the council, (the council being named by the governor,) and Clephane was a large contractor under the board of public works, and was a stockholder in the Washington Club-House.

Q. Was Z. Richards a trustee of the Freedman's Bank?—A. Yes; and he was either auditor or comptroller of the board of public works. Huntington was also in all the jobs here, and was interested in the Metropolis Paving Company.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, D. C., February 24, 1876.

The committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Stenger, and Riddle.

HALLET KILBOURN sworn and examined.

By the CHAIRMAN:

Question. State your residence and occupation.—Answer. I reside in Washington City. I am a real-estate broker.

Q. State whether or not you have ever had any official or business connection with the Freedman's Savings and Trust Company.—A. I have transacted business with it. I never had any official relations with it. Our firm was originally selected to appraise property for the bank, on which it made loans.

Q. Had you also any authority from the bank to negotiate loans for outside parties?—A. No, sir; we had no authority to negotiate for outside parties, except the same as other brokers.

Q. How was the compensation allowed you by the agents of the bank assessed and paid?—A. The bank never allowed us anything and never paid us anything.

Q. I see from the minutes of the board of trustees, of the 9th June, 1870, that it was resolved to employ Messrs. Kilbourn & Latta as appraisers, and that it was also resolved, as the view of the board, that the fees for appraisement should be graduated on the amount of the loan, not on the value of the property on which the loan was secured. Please to explain what that means.—A. The board of real-estate brokers here had a rule by which so much was charged as a fee for appraising property, I think \$5 for appraising property valued at \$10,000, graduating the fee according to the value of the property. This fee was paid by the parties whose property was appraised, but the rates I cannot recollect exactly. It was a rate adopted by the board of real-estate brokers; a small matter.

Q. Was not the effect of that resolution of the board of trustees to make your compensation depend rather on the amount of money obtained from the bank than on the value of the security which the bank took for its payment?—A. We had nothing to do with the amount of the loan. I cannot put any construction on the resolution of the board of trustees. I can only tell you the simple facts.

Q. Did I understand you correctly to say that the usual practice of real-estate brokers of this city is to charge a fee graduated on the value of the property appraised?—A. There is a rule among the brokers that where the appraisal of property simply is made, so much is charged per thousand dollars on the value of the property; but what the rate is I do not now recollect.

Q. I simply ask if it is not the business rule of real-estate brokers to graduate their fees by the value of the property?—A. It is, in the matter of appraisement, entirely.

Q. I ask you then, again, to tell, if you know, what motive actuated the board of trustees, or what object the trustees had in reversing that rule, and graduating the fees to be

paid on the amount of money that you might succeed in obtaining from the bank by your negotiation.—A. That I do not know anything about. Where we negotiated a loan ourselves, we charged the parties for whom we got the money from the bank a commission on the amount of the loan. That resolution seems to refer to cases where parties went to negotiate with the bank directly, and where the bank sent for us to appraise the value of the property. Therefore, in the one instance, (where we negotiated the loan ourselves for the parties,) we would get a commission from the borrower for negotiating that loan; and, in the other case, (where the bank made a loan directly to parties on real estate, and sent to us to appraise the property on which the loan was made,) the fee or fees were graduated according to the valuation of the property.

Q. Where you acted in the double capacity of negotiator for the borrower and appraiser for the lender, and your compensation was graduated on the amount of the loan obtained, and not on the value of the security, was it not the obvious tendency of such an arrangement to induce you to obtain the largest amount of money on the smallest value pledged?—A. I cannot say what the obvious tendency might be. I refer to the records of the Freedman's Bank for all the loans negotiated through us, and I will stand by them.

Q. While acting in the double capacity referred to, did you charge both a commission on the amount obtained for your client and the fee or commission on the property appraised?—A. We only charged a commission on the loan negotiated, not for the appraising of the property.

Q. How were your appraisements made?—A. By examination of the property and by giving our judgment upon it, we being familiar with the real estate of the city—the same as we appraise for people all over the country who come here or write to us. We give them the best of our judgment, and that is all there is of it.

Q. Did you go any further into the matter than indicated in your last answer?—A. No; we did not examine the title to the property or anything of that kind.

Q. Then I understand you to say that, as authorized appraisers of the bank, of property pledged to it as security for loans, you never went into any examination of the title to ascertain whether the property was or was not unencumbered?—A. We were authorized simply to appraise the value of the property. The bank had its own attorney to examine the title. We were not called upon to examine titles. It is not a branch of our business.

Q. Do you mean to say that you ascertained and reported values without any effort on your part to discover whether the property might not all be encumbered to its full estimated value?—A. We were only called upon to appraise the value of property, without regard to the condition of its encumbrances.

Q. Did you receive, for your services as agent of the bank, any compensation from the bank?—A. I do not think we ever received a dollar. It is possible we may have appraised for the bank in some negotiation, and charged our fee, but I do not recollect. It is not unlikely that we did. We would charge the bank as we would anybody else. They used to send to us to appraise property; and I think when the business was closed up through the bank they would reserve our fee from the borrowers and pay us; but I am not positive about that. It would amount to but very little.

Q. In what form of security was real estate, when taken, pledged for loans?—A. The general form here is a deed of trust on the property. The property is conveyed to trustees to hold the title in trust for the parties in interest—the lender and the owner of the property—with absolute power to sell or convey when in default.

Q. Did you have anything to do with the drawing of these deeds?—A. I am not positive, but I presume that the deeds of trust were drawn in our office for the loans made through our office. That is our custom.

Q. Who was generally named as trustee in these deeds for the benefit of the bank?—A. There are generally two trustees—one to represent the bank and one to represent the borrower. That is the general custom. Who the trustees were of course would vary in each loan. We have got no record as to who were trustees, but the deeds of trust themselves will show.

Q. Do you not recollect?—A. No; we have not made a loan with the Freedman's Bank for five or six years, I should think. I do not suppose that we negotiated one loan with that bank where other brokers negotiated ten. In fact, they got through with us in a little while. When the bank first commenced loaning money on real estate it selected us to appraise the value of the real estate, which we did, with these instructions: that at all times we should look out for the interest of the bank. I remember that specifically. We appraised property, and our appraisal was seldom, if ever, to the satisfaction of the people who wanted to borrow the money. I do not think we acted as appraisers more than six months, because parties applying for loans could not get as much as they wanted on our appraisal, and they went to the bank directly; and so, from some reason, (I do not know why,) the bank officers commenced from that to appraise property for themselves, or through some other source besides us. I think that the records of the Freedman's Bank will show that every loan made on property which Kilbourn & Latta appraised has been paid, principal and interest, without any trouble at all.

Q. Was not D. L. Eaton, the actuary of the bank, generally one of the trustees named in the deeds of trust?—A. I think he generally was.

Q. Can you, after reflection, name any other party who was associated with him as such trustee?—A. I cannot. It would vary undoubtedly with each loan. Sometimes one of our own firm would be a trustee for the borrower. That is the custom now when we make loans. We generally put in one of ourselves in connection with some one else.

Q. Is it not a fact, that, leaving out of consideration the shrinkage in values consequent upon the panic of 1873, much of the real-estate security taken by the Freedman's Bank proved valueless, more or less, by reason of defective title, previous incumbrance, and other questions leading to litigation?—A. That is something which I do not know anything about. I do not know anything of the loans of the Freedman's Bank except such as went through our office, and those I will stand by.

Q. Do you know anything of a loan of \$15,000 to Alexander R. Shepherd, on lots 5 and 6, in square 452?—A. I do not recollect anything about that special loan, yet I may have transacted the business.

Q. Are you acquainted with the property in that square?—A. I cannot call it to mind.

Q. When were you first called upon to appraise real estate, taken as security for loans, for the Freedman's Bank?—A. I cannot specify the year. I think it was when the bank was in business on Seventh street, right opposite the Post-Office. We had our office at the corner of Seventh and F streets.

Q. Do you know of any loans made on real estate by the Freedman's Bank prior to May 6, 1870?—A. My impression is that loans were made prior to that date on real estate.

Q. Had you any agency in effecting the amendment of the charter of the bank, which was made in May, 1870?—A. I was up before the Committee for the District of Columbia one day, when Mr. Eaton came up there to have the charter amended so that the bank could loan money on real estate in the District. As I knew quite a number of the committee, Mr. Eaton asked me to aid him, and I expressed myself there to the committee on the subject. He made an application for leave to loan, I think, one-third or one-fourth of the proceeds of the bank on real estate in the District. I forget what was passed afterwards. That was all I have had to do with it, and that was the way it occurred. I happened to meet him in the committee-room while I was there on other business.

Q. Had you ever had, prior to that time, any conference with Mr. Eaton or with William S. Huntington, or with any of the other trustees or officers of the bank in relation to the proposed amendment to the charter?—A. I don't recollect that I ever did. My impression is, as I have stated, that this is the first thing I knew about it. The bank then was close to us, and we knew a good many of their people and were quite familiar with them; and it may have been talked over before, but I do not recollect.

Q. Can you recollect at this time any of the parties for whom you negotiated loans with the Freedman's Bank upon real estate?—A. I cannot call them to mind now. Of course, I can refresh my memory by referring to papers or books in our office. We made numerous loans.

Q. Did you negotiate any loans for other persons, sole or corporate, on other securities than real estate?—A. I do not recollect. That is just the same as the transaction on real-estate security. I can recollect none of them.

Q. Had you any connection as stockholder, or otherwise, with the Metropolis Paving Company?—A. Yes; I was a stockholder.

Q. Name some of the other stockholders.—A. I think Dr. John L. Kidwell was a stockholder. I know that Lewis Clephane was, and Moses Kelly was, I think. I cannot undertake to recollect all the names, because I was only a stockholder of the company, not an officer.

Q. Were any of the trustees or officers of the Freedman's Bank stockholders in the Metropolis Paving Company?—A. I do not know who the trustees of the Freedman's Bank were. I know some of them, and unless some of those I have just mentioned were trustees, I do not know. A list of the stockholders of the Metropolis Paving Company has been published, which I can furnish to the committee, but I cannot give their names from memory.

Q. For what purpose and with what actual paid-up capital was the Metropolis Paving Company organized?—A. That I cannot pretend to give the particulars of. I think that Clephane, the president, made a statement before one of the investigating committees, in which it will all appear, and I will endeavor to furnish the committee with a copy of it. I do not pretend to remember anything about the details.

Q. Did that company take contracts under the board of public works of the District for any paving work?—A. I think only three or four.

Q. Had J. V. W. Vandenberg any connection with that paving company?—A. I do not recollect.

Q. Do you recollect negotiating any loan at any time for him?—A. I do not.

Q. Do you know of any business connection between Lewis Clephane and J. V. W. Vandenberg?—A. I do not; they may have had a hundred without my knowledge.

Q. In negotiating loans with the Freedman's Bank, to whom did you apply?—A. To the actuary.

Q. Were the loans usually effected with him without reference to the finance committee?—A. My recollection is that in the majority of instances they were referred to the

finance committee; but I am under the impression that he passed some without reference to the finance committee.

Q. Was G. W. Stickney, the assistant actuary, usually in the office with D. L. Eaton, aiding and assisting in the business of the bank?—A. His duties, I think, were in the same room with Mr. Eaton. One or the other of them was out a good deal, and I have often been there when I could not find either of them. When he was appointed assistant actuary I do not know, but I think he was clerk some time before I heard that he was appointed assistant actuary.

Q. Did Mr. Eaton usually charge a commission on the sales of the real-estate securities which were sold under deeds of trust in which he was trustee?—A. That I do not know anything about.

Q. Do you know of any instance in which he, or any other officer or agent of the bank, received a bonus or consideration of any sort for loans granted?—A. I do not.

Q. Have you had any business connection with Lewis Clephane?—A. I have been interested in business transactions with him in this Metropolis Paving Company, and in some other work with Clephane & Evans.

Q. State the nature of those transactions.—A. They have been in connection with paving-contracts. Clephane & Evans and I were interested together in some works of paving, and then I was connected, as a stockholder, with Mr. Clephane in the Metropolis Paving Company.

Q. I see mentioned now and then in the report of the commissioners of the Freedman's Bank, the Abbott Paving Company; was that the same as the Metropolis Paving Company?—A. No, sir; I do not know anything about that. I know as a general fact that there was such a paving company, but who comprised it I do not know. I never had anything to do with it.

Q. Was it an incorporated company?—A. That I do not know.

Q. Did you ever have any business connection with William S. Huntington or D. L. Eaton?—A. I never had any business connection with William S. Huntington and D. L. Eaton. I have had business with Mr. Huntington.

Q. Of what character?—A. General business; no business of a public character at all.

Q. I understand you to say that you had business connection with William S. Huntington. I desire to know what was the business you were prosecuting together?—A. He was also a stockholder, I think, in the Metropolis Paving Company. I think that is about the only business relation I ever had with him, except borrowing money at his bank. He was with us, to some extent, in the Metropolis Paving Company, but never outside of that, I think. I do not recollect anything else just now.

Q. Was there ever anything said to you by D. L. Eaton or William S. Huntington, or any one connected officially with the Freedman's Bank, as to why they desired to amend its charter in 1870?—A. I do not recollect that there ever was anything said to me. I do not know that I ever passed a word with Mr. Huntington in my life about it. I know that I talked with Mr. Eaton about it the day that I was up here before the District committee, and I may have talked with him about it before that, but I do not recollect. I have no doubt that I did afterward. I thought it a good thing for the city to have the charter so amended.

Q. Did you ever have any consultation with J. W. Alvord or H. D. Cooke or William S. Huntington on the subject of the bank charter before Congress was applied to?—A. I do not recollect ever having any such conversation, yet I may have had; I only happen to remember this distinct meeting of Mr. Eaton up at the room of the District committee. I may have had a thousand talks with him on the subject, but I remember nothing about it.

Q. Had you any connection, as a stockholder or otherwise, with the Maryland Freestone Mining and Manufacturing Company?—A. I never had.

Q. Do you know what became of the first-mortgage bonds of the Maryland Freestone Mining and Manufacturing Company that were once held by the Freedman's Bank?—A. I do not know anything about it.

Q. Did you and John O. Evans ever execute a joint note for the sum of \$50,000 to the Freedman's Bank, with a secret understanding between you and Lewis Clephane, William S. Huntington, and L. R. Tuttle, that that note with the securities which you deposited as collateral (except \$75,000 of second-mortgage bonds of the Maryland Freestone Mining and Manufacturing Company) should be returned to you? If so, state for what purpose that note was given and the arrangement entered into.—A. I never had any secret understanding with anybody in regard to that note. Mr. Eaton, the actuary, came to me and stated that the bank had made a loan to the Seneca Stone Company, and that the papers were denouncing the Seneca Sandstone Company, and trying to place it in bad odor, and he wished to know if I would not, with Mr. Evans, come in and temporarily put in some additional securities, and make the loan in our name. I think he came, perhaps, twice to see about it, and possibly three times. I spoke to Mr. Evans; and the last time Mr. Eaton came, I sent for Mr. Evans, and we talked it over. We told Mr. Eaton we would do anything that we could that was proper for the benefit of the bank so long as we were held harmless in the matter. The way Eaton expressed himself was that the bank might get in bad odor on account of the papers denouncing this loan made to the Seneca Stone Company, and he wished us to come in as additional security. I sent for Mr. Evans, and we went over to

the bank and said that we would put in our securities, provided we were held harmless in the matter, if it was any accommodation to the bank. There was nothing secret about it. Eaton was the only person who ever spoke to me about it. We transacted the business there. I hastily drew up a paper, and told him that if that was approved by the finance committee, we would do it; and we did. When he brought the paper approved, we gave him our securities, and took a receipt for them. He said he had \$75,000 of bonds on which the Seneca Stone Company loan was made. I never saw the bonds. In fact, I never saw a bond or share of stock of the Seneca Stone Company in my life. He represented to us that the matter was going to be fixed up in a short time by the company; and, at his solicitation, we did this. I did not know (and I do not know now) that there was anything secret about it. So far as I knew, it went through the same formality as the application for any other loan did. It is a matter in which we had no interest, directly or indirectly; but we simply did it as one business neighbor does for another when application is made under similar circumstances, and we supposed that the matter would be fixed right up. We did not get the return of our securities, I think, till after the failure of Jay Cooke & Co. No consideration passed to us in the matter. We did not receive a cent in connection with it. Eaton said that the bank had securities there on which it advanced this money to the Seneca Stone Company.

Q. Did not you understand, at the time of that transaction, that the substitution of the joint note of Hallet Kilbourn and John O. Evans for the notes of what is commonly called the Seneca Stone Company was a temporary expedient to make it appear that the loan to the Seneca Stone Company had been liquidated and settled?—A. I do not know that the Seneca Stone Company ever had a note in the bank. I do not know now, and did not know then. I understood that it was an advance made to the company by the Freedman's Bank, but I did not know that the bank had a note for it.

Q. Do you mean to say that you executed and deposited in the bank an acknowledgment of debt to the amount of \$50,000, with a specific agreement that that obligation, with all its collaterals, was to be returned to you, and that the bank should retain as security only \$75,000 of second-mortgage bonds of the Seneca Stone Company, which it already had, but yet that you knew nothing of the nature and character and object of that arrangement?—A. In the first place I knew nothing about the character of the bonds held by the bank. I never saw them. I only know that Mr. Eaton stated that they had \$75,000 of bonds on which he made the loan, and he wished us to put in some other securities and let the loan appear in our name, which we did. In the light of subsequent events, I am satisfied that two business men never did a more foolish thing in the world. But they were just as sincere and straightforward about it as I am now in telling you about it. We did it at Mr. Eaton's solicitation. We supposed that the Freedman's Bank was good, and that if it loaned money upon securities, the securities were good. We did it just for the reason stated. The only reason that he assigned was that the newspapers had been pitching into the bank about it.

Q. Our object is to show that you understood that Eaton's purpose was to cover up a transaction which he did not wish known.—A. What his individual object was it is not for me to say; I can only state what he represented his object to be.

Q. And what was his object as he stated it?—A. That he wanted the loan to appear in our name.

Q. That is, he wanted to substitute your note for the note of the Seneca Stone Company?—A. I did not know that he ever had any note at all from the Seneca Stone Company, but he wanted to have the loan appear in our name. It was a temporary matter, as I understood.

Q. He wanted it to appear (and you understood it in that way) that the loan which had been made to the Seneca Stone Company was in fact canceled and transferred to you?—A. Yes; and he gave us assurance that it would be fixed up in a short time; that the security was good, &c.

By Mr. STENGER:

Q. You did not know the shape in which that loan was made?—A. No, sir; and I do not know now. We did this thing as what we call "a thanking job." It appears, right on the face, that they wanted to transfer the loan to us. Their secret motive we did not know. That can probably be got at through some other source.

Q. There was a written engagement entered into at the same time between yourself and Evans on the one part, and Eaton, Clephane, Huntington, and Tuttle on the other part, that your note, with the collaterals that you placed with it, was to be returned to you after a season. Who held that agreement?—A. We never had any agreement with Messrs. Eaton, Huntington, Tuttle, and Clephane. I never spoke to anybody but Eaton about it. We drew up the paper in the back office and took a copy of it and we kept that copy. I never spoke to anybody else about it but Eaton.

Q. Did you not say a while ago that you only consented to go into the arrangement which Eaton proposed on its being approved by the finance committee, and were not Clephane, Huntington, and Tuttle members of that committee?—A. I did say so, and they were members of that committee, and Eaton brought their indorsement on our document. I never spoke a word to any of them about it, nor they to me. I did it as I do all business transactions and loans. The history of that matter is a part of the report of the commissioners of the Freedman's Bank to Congress, with all the documents and our statement in regard to it, which I would like to have make part of my testimony in this case.

Q. This paper, on page 56 of the first report of the commissioners, is the paper to which you refer, I presume?—A. (After looking at it.) Yes, sir.

Q. I see by this paper, which I understand you to say you drew up, that you are represented as depositing, as collateral security for this debt, the \$75,000 of second-mortgage bonds of the Seneca Stone Company.—A. Those bonds are enumerated among the list of securities. I never saw them. Mr. Eaton stated that he had them there, but we did not deposit them. The paper is rather bunglingly drawn, because it states that our collaterals are to be returned to us, and the others received in payment of the debt. So far as we were concerned, we knew nothing about the relations of the Freedman's Bank with the Seneca Stone Company.

Q. Did any conversation pass between you and Mr. Eaton, the actuary, with reference to the putting of these facts into this paper?—A. Yes, sir, we enumerated what we put in, and he said he had \$75,000 of bonds; whether he suggested to put them in or not, or whether I, just in a hurry, put them in, I do not recollect. I only know that it was at his suggestion, as he wanted to have the loan transferred.

Q. Did it not appear from his conversation that he wanted this color to be put on the transaction—that this was the original negotiation, so far as the \$75,000 of second-mortgage bonds went?—A. I should think not; because, as I understood, they were there, and the trustees and everybody, I suppose, must have known about them.

Q. Was it intended that this agreement was to go on the books of the company?—A. I do not know. I suppose it did, as a matter of course. I suppose that everything went on the record.

Q. Did anything appear in the conversation with Eaton by which you were led to believe that he wanted all the former transactions with the Maryland Freestone Mining and Manufacturing Company wiped out?—A. No; I do not think there was. It was not a very long interview.

Q. So that it should appear that the loan was made to you and Evans, and not to the Seneca Stone Company?—A. I only know that Eaton wanted to have the loan appear in our name, just as I have said. Whether the Seneca Stone Company had a note in the bank, or whether there was any record on the books about it, I did not know until I saw the statement of the assistant actuary.

Q. You have seen that statement by Mr. Stickney, from which it appears that the bank, at that date when you gave these securities, was the creditor of the Seneca Stone Company to the amount of some \$51,000?—A. Yes.

By the CHAIRMAN:

Q. Did you know beforehand, or did D. L. Eaton say to you, that John M. Langston, chairman of special committee, (to inquire, among other things, into the dealings of the bank with the Seneca Stone Company,) had received a communication from G. W. Stickney explaining and itemizing that transaction, or those transactions?—A. No.

Q. You had no knowledge of it yourself, and he did not say so?—A. No; I had no knowledge of anything about it. He told me about some newspaper articles.

Q. Was the date given to the transaction between D. L. Eaton and yourself and Evans, which appears in the commissioners' report, page 56, to be December 30, 1873, the true date?—A. I think it should be 1871. I think that 1873 is a misprint.

Q. Is the date of the receipt signed by yourself and Evans, bearing date November, 1873, correct?—A. I think it is correct.

Q. On page 57 of the commissioners' report, under date of November 6, 1873, is a detailed statement signed by G. W. Stickney, actuary, and addressed to J. M. Langston, esq., chairman of special committee, exhibiting the state of the account between the Freedman's Bank and the Seneca Stone Company. Look at the same, and say whether any reference was made to that paper in your conversation with Eaton, or Stickney, or any other officer or agent of the bank, or whether you had any knowledge of it before?—A. I never had any conversation except with Eaton about it. I never had any conversation with Stickney about it, and I do not recollect of Mr. Eaton's going into any details. I knew nothing about this statement until I saw it in print. I think that Mr. Eaton told us that the bank had advanced the Seneca Stone Company \$50,000, but how, or when, or for what, or on what security, he did not state.

Q. Did Eaton tell you that the bank had advanced money to the Seneca Stone Company?—A. Yes; he said that they had made a loan of \$50,000 to the Seneca Stone Company, which he wanted to have transferred to us, or to let it appear as if it were transferred.

Q. From the statement referred to, it appears that under date of July 25, 1870, there was a loan to the Seneca Stone Company, or a purchase by the Freedman's Bank from the Seneca Stone Company of twenty first-mortgage bonds of the company at \$18,000. Did Mr. Eaton or Mr. Stickney say what disposition had been made of those bonds?—A. Not to me; they said nothing to me about it.

Q. The last item in this statement reads, "Interest due on the above loans December 30, 1871, \$2,785.73;" and that, you say, is the true date of the arrangement which you entered into with Eaton, and which was misdated December, 1873?—A. I think that that is the date. My impression is that it was the 30th of December, 1871.

Q. Then the date of that statement and the date of your agreement with Eaton are coincident?—A. I suppose that the books are settled up to that time, and that Mr. Stickney has given the statement of the account of the Seneca Stone Company with the bank up to that same day.

Q. Was Mr. Stickney privy to the engagement between yourself and Evans and D. L. Eaton?—A. I had no conversation with Stickney about it. We transacted the business there in the presence of the bank-officers. There were several clerks there. I do not know whether Stickney was there or not. We sat down at the center-table and transacted the business during business hours.

Q. Why did you permit your note and the collaterals which you placed with it to remain in the possession of the Freedman's Bank until November 15, 1873, just nine days after the rendition of the statement of Stickney to Langston above referred to, if you knew nothing of the nature of that transaction between the bank and the Seneca Stone Company?—A. We made a personal application for them. Mr. Langston and President Alvord came over to our office, and we made an application for the return of our documents, and probably it was on that application that this report was got up. I think that Mr. Evans went over to the bank and made a personal application. I think that that brought Mr. Alvord and Mr. Langston to our office, and then the matter was fully developed. I suppose that, after we made our personal application, they had this report made out to see the status of affairs. It was a piece of neglect on our part to let our note and securities remain so long, but I was away out of the country for some time. I do not know whether Mr. Evans made any application for them or not. I do not know that there was ever any application made for them before. I think that the panic and the failure of Jay Cooke & Co. stirred us up about bringing this matter right to a point and getting back our note and collaterals.

Q. You say something about Alvord and Langston coming to your office to inquire into the transaction. Was it not evident that they were ignorant of it until a short time prior to that?—A. I think it is evident that they were, because they said they knew nothing about it when they came over.

Q. Then, when I some time ago characterized it as a secret transaction, I was correct?—A. There was no secrecy on our part.

The CHAIRMAN. I said it was a transaction secret to the other officers of the bank.

The WITNESS. You included in your question officers of the finance committee, to whom we never spoke a word, and so far as secrecy on our part was concerned, we had no reason to suppose that the matter was not spread right on the books of the bank as every other transaction was. There was no secrecy about it on our part. Our business was straightforward.

By Mr. BRADFORD:

Q. Would not the transaction have been robbed of all its force and significance if it had been publicly known that you had the right to withdraw all the available securities on which that loan was seemingly based?—A. That is a matter of interpretation. I do not know how it was known that the Freedman's Bank had made a loan to the Seneca Stone Company. Eaton said that it was so reported in the papers, and that the report was injuring the credit of the bank, and that if we would make this temporary arrangement, the Seneca Stone Company was good for the debt.

Q. But was it not the design to induce the public to believe that it was a good loan, because the bank had the pledge of Kilbourn and Evans to pay it?—A. I cannot say as to the design.

Q. Was it not your design to assist the bank in inducing the public to believe that the loan was on the pledge of Kilbourn and Evans, and was accompanied by available securities?—A. Our purpose was to loan the bank our name and collaterals, if it would aid the credit of the bank. We were willing, so long as we were protected, to put in our name and our securities.

Q. Were you not business men enough to know at that time that if the knowledge of your obligation had been accompanied by the corresponding knowledge that you had the right to withdraw all your available collaterals it would have robbed the arrangement of all its force?—A. Our loan was accompanied with that very document.

Mr. BRADFORD. That passed *sub silentio*.

The WITNESS. It all passed together. What disposition they made of the paper was something we did not know at the time.

By Mr. RIDDLE:

Q. You never got any money out of the transaction?—A. Never a cent.

By the CHAIRMAN:

Q. The public had a right, under the charter of the company, to inspect the books of the company. How would the credit of the bank have been assisted in the estimation of the public or of the newspaper-press by finding that one bad loan had been substituted by a worse one?—A. As I understood it, the bank did not consider that the Seneca Stone Company's loan was a bad one, but considered it a good loan. That is the way I understood it.

but the public press, of whoever was pitching into the bank, did not think that the loan was good.

The CHAIRMAN. It turned out that the public judged correctly.

The WITNESS. I guess the loan was good at that time.

By Mr. BRADFORD:

Q. You stated a while ago that no consideration moved you, or your partner Evans, in regard to the transaction, and that it was founded on no consideration moving directly either of you?—A. Either directly or indirectly.

Q. Did you not expect to be benefited by the increased facilities with which you could negotiate loans with the bank?—A. Not a particle; we had not done any business with the banks for some time.

Q. Are you a debtor to the bank?—A. Not a dollar.

Q. This \$14,000 loan and \$3,000 loan that I find in the commissioners' report, are they paid up?—A. Yes; we do not owe the Freedman's Bank a cent. Every obligation that we ever had there has been paid. We do not owe the Freedman's Bank a cent in the world.

By Mr. RIDDLE:

Q. You went into the transaction to befriend Eaton?—A. To befriend the Freedman's Bank.

By Mr. BRADFORD:

Q. Did you not owe the bank in March, 1863, \$2,950?—A. There is a note which I signed as president of the National Junction Company. That note has been sued upon, but I never got a cent on it out of the Freedman's Bank.

Q. Is it not your individual obligation?—A. No, sir.

Q. Did you sign that obligation as president?—A. Yes, sir. The National Junction Railroad Company was organized by act of Congress to run a railroad through this city. I was elected president and Mr. Huntington treasurer. It was an enterprise that was being managed, I may say, by Governor Cooke, who expected to make some arrangement with the Baltimore and Ohio Railroad Company. Governor Cooke bought a cargo of iron to have it laid down, but the thing all came to naught. In the mean time there were expenses, and I borrowed, as president of the company, \$3,000 from the First National Bank for three or four months. That note was transferred by Mr. Huntington or by the First National Bank to the Freedman's Bank, and has been renewed there once or twice. I never got a cent from the Freedman's Bank. That note is in suit now.

By Mr. STENGER:

Q. Then the First National Bank must have got the money from the Freedman's Bank?—A. I got the money from the First National Bank and Mr. Huntington transferred the note to the Freedman's Bank.

By the CHAIRMAN:

Q. And the Freedman's Bank re-imbursed the First National Bank?—A. I suppose so the record will show that.

Q. Here seems to be another transfer by Mr. Huntington of a debt of the Metropolis Paving Company of \$28,113.60 from the First National Bank; do you know for what purpose that money was obtained?—A. I do not know. The Metropolis Paving Company, I think, borrowed money of the Freedman's Bank once or twice and paid it, and I presume that is one of the loans.

Q. Have these loans been paid?—A. Everything.

Q. Do you know how they were paid?—A. With cash, when they became due.

Q. Do you know anything about Huntington depositing \$55,000 in city assessments to secure this loan of \$28,113.60?—A. I do not know anything about it. I had nothing to do with the business management of the company. I know that the Metropolis Paving Company does not owe the Freedmen's Bank anything.

By Mr. STENGER:

Q. With reference to this loan to you as president of the National Junction Railroad Company; I understood you to say that that company was incorporated by act of Congress.—A. Yes.

Q. And there was no personal liability?—A. No.

Q. And the note was given as a corporation-note?—A. Yes; I signed it as president. This was when the company was starting. A loan was got from the First National Bank, of which Mr. Huntington was cashier, he being also treasurer of the company.

Q. And that note found its way to the Freedman's Bank, the First National Bank being re-imbursed?—A. I suppose so.

Q. Do you know why that transfer was made?—A. I do not. The note has been renewed once or twice to the Freedman's Bank, and is in suit now. They try to hold me individually responsible for it.

By the CHAIRMAN:

Q. Do you know of any fact or circumstance tending to show, or creating the belief in

your mind, that any officer or agent of the Freedman's Bank ever had any interest, directly or indirectly, in any of the loans made by that bank to third parties?—A. I do not, in any way, shape, or manner, except so far as some of the bank officers may have been stockholders in associations that procured these loans.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, February 29, 1876.

The committee met at 10 o'clock a. m. Present, Messrs. Bradford, Riddle, and Rainey.
CHARLES W. HAYDEN (recalled) affirmed and examined.

By Mr. BRADFORD:

Question. You were examined before this committee on a former day?—Answer. Yes.

Q. What did you say on that occasion in reference to the cash-book of the Seneca Stone Company?—A. That it was in the hands of Mr. Risley, the treasurer.

Q. Have you since obtained possession of it?—A. Yes.

Q. Have you the book with you?—A. Yes; here it is, (producing it.) This is the original cash-book of the Maryland Freestone Mining and Manufacturing Company.

Q. Can you give any reason why the cash-book was not produced by yourself or Mr. Alvord earlier?—A. No; I can give no reason.

Q. In whose possession has it been since the first examination of yourself before the committee?—A. In the hands of Mr. Risley, until a few days ago. The secretary (Mr. Jones) turned it over to me for examination.

Q. Do you know of any search being made for the book by Mr. Alvord?—A. Yes; I believe he has been looking for it.

Q. Why could he not get possession of it?—A. He is not entitled to the possession of it.

Q. Is he not the president of the company?—A. I hardly think he is. He has allowed two annual meetings to pass without calling the stockholders together to elect officers, and I rather think the whole company has gone by default. He may claim to be president still. Besides, he could not explain the book.

Q. You think that the corporate existence of the company has ceased by non-user?—A. That is a legal question that I am not able to answer. I am not now an officer of the company.

Q. How did you get possession of this book?—A. I got possession of it from the secretary of the company. He turned it over to me for examination. I am the old officer of the company who kept the book.

Q. Does this book show what was paid by those who obtained stock of the company, such as Mr. Seward, Mr. Caleb Cushing, and others who purchased the stock at the same time?—A. No; they purchased the stock from private individuals.

Q. And this book shows nothing in regard to transactions of that sort?—A. No, sir. They purchased their stock from Kidwell, Dodge, and Cooke, and not from the company. There are credits in the book to Kidwell, Dodge, and Cooke for moneys loaned by them to the company.

Q. Were those loans paid by that stock?—A. The loans were paid by the first-mortgage bonds. They loaned the company money and took first-mortgage bonds for it; that is shown in the cash-book.

Q. Have you got any book that shows what was paid for that stock which these gentlemen, Mr. Cushing, Mr. Seward, General Grant, and others obtained?—A. No, sir.

Q. That was purely a private matter?—A. Purely a private matter.

Q. Is this the only cash-book kept by the company?—A. Yes.

Q. This is the cash-book from the commencement to the end?—A. The company has another cash-book since that time, but it does not contain any of these original transactions. This book goes from 1867 up to the first of January, 1873, I think.

By Mr. RIDDLE:

Q. This is just an expense-book of the company?—A. Yes.

Q. Wherein you charged yourself with cash on one side and credited yourself with disbursements on the other?—A. Yes.

WASHINGTON, D. C., *February 29, 1876.*

J. W. ALVORD recalled.

By Mr. BRADFORD:

Question. Is this (showing it to witness) the cash-book of the Seneca Stone Company?—Answer. I cannot tell. I never saw it before. I will look at it and give you my opinion. (After examining it :) my impression is that this is the book

Q. Why could you not get hold of it?—A. They did not let me have it.

WASHINGTON, D. C., February 29, 1876.

GEORGE D. JOHNSON sworn and examined.

By Mr. BRADFORD :

Question. What, if any, connection have you ever had with the Freedman's Bank ?—
 Answer. I have been general book-keeper. I went in first as a book-keeper to the Washington branch, and after four, or five, or six months I was made general book-keeper.

Q. When did you enter the employment of the bank ?—A. I think in January, 1871 or 1872. The bank was then down on Seventh street.

Q. In what capacity did you first enter the bank ?—A. I went in as book-keeper of the Washington branch, and then became general book-keeper.

Q. What was within the line of your duty as general book-keeper ?—A. To keep the accounts of the branches, and to open and assort the mail in the morning. I kept the books and made out the statements of the condition of the company from month to month.

Q. Who seemed to control the financial affairs of the bank while you were there ; who was the chief man ?—A. The actuary.

Q. Were you ever present at the meetings of the finance committee ?—A. No, sir.

Q. How often did that committee meet ?—A. Once a week.

Q. Were its meetings regular ?—A. Yes ; they met quite regularly indeed.

Q. Did they have a quorum at every meeting ?—A. No ; I think not. I remember instances where there was not a quorum.

Q. What members of the committee were generally present when there was not a quorum ?—A. I remember that General Balloch was one of the committee, and Mr. Tuttle, who was at that time assistant treasurer of the United States, and Mr. Langston, and Mr. Richards, and I think Mr. French.

Q. Were you ever present at the meetings of the trustees of the Freedman's Bank ?—A. No, sir ; when they met, I would go into another room.

Q. Did the trustees have any stated time of meeting ?—A. Once a month.

Q. Did the trustees all generally attend these meetings ?—A. They generally had a quorum once a month.

Q. Can you recollect any loans made by that bank without security ?—A. Yes ; I know several such loans, but none of any great importance, except at the branches in the South. At some of those branches there were overdrafts. At the Jacksonville branch there were overdrafts by Eppinger, Rasler & Company, and by Allen Fehrer & Company.

Q. To what extent were those overdrafts ?—A. When Allen Fehrer & Company failed, I think they owed forty-two or forty-three thousand dollars. I remember that we held a good many of their overdrafts dishonored. Allen Fehrer, at Jacksonville, drew on Allen Fehrer, at Baltimore, and the drafts came to us protested.

Q. Do you know where those parties did business ?—A. They had a lumber-mill on Saint John's River in Florida, and when they made shipments, would draw on the concern to which they made them.

Q. Can you recollect any other loans that were irregularly made ?—A. There was a party at Beaufort, South Carolina, who used to get overdrafts. In fact there were several overdrafts for two or three or five thousand dollars, and one I think as high as eight thousand dollars.

Q. What was the aggregate amount of those drafts ?—A. I do not know. None of them were protested, it seems. They seemed to be all good ; but at the Beaufort branch there were loans amounting to \$100,000, I think.

Q. Were they bad loans ?—A. I do not think that the bank will get more than \$13,000 on the whole of them. The same is true at Jacksonville. At Vicksburgh the cashier, Benjamin F. Lee, was at the same time mayor of the city, and made loans on some city scrip, which he reported as cash. He would draw drafts upon us and take up this scrip, and it would show in his cash-account as cash. I believe that once Mr. Sperry, the inspector, went down there. He reported that the scrip was counted in as cash.

Q. What was the amount of that scrip in lieu of cash ?—A. Some \$7,000 or \$8,000.

Q. Do you know of any other improper loans ?—A. At Memphis they made advances on cotton. The cashier said he would take the responsibility of doing so. His name was N. D. Smith.

Q. How much did he advance on cotton ?—A. I think between \$25,000 and \$30,000. The bank has never been able to collect anything out of it. There were numerous instances in the principal office here.

Q. Tell us about some of them.—A. For instance, they would make advances to clerks in the Departments. That is, they would advance them money on their pay, and only have an order on the disbursing-officer.

Q. Did the bank get back those advances ?—A. Some of them they did not get back.

Q. Do you know anything about the loans of money to Vandenberg ?—A. Yes.

Q. What do you know about them, showing that they were irregular and improper ?—
 A. I do not know that I can tell anything about them. I only know that advances were made to the full value of the bonds which he deposited.

Q. Explain the transaction.—A. The bank made loans to him on the District 8 per cent.

bonds, advancing him 90 per cent. of the face value of those bonds, and the bonds were afterward selling here at from 68 to 70. Vandenberg got about \$300,000 or \$400,000. He was associated, at that time, with the Ballard Paving Company.

Q. Who constituted that company?—A. Vandenberg, I guess. I do not know of anybody in it but Vandenberg. I did know the president's name, but I have forgotten it.

Q. Who assisted Vandenberg in getting these loans at the bank?—A. He negotiated with Stickney; most of these loans were made by Mr. Stickney, perhaps with the advice of the finance committee.

Q. Do you know any other irregularities in the loans negotiated by that bank?—A. I know that parties came in there and had their notes discounted regularly. There were numerous instances of that sort; small amounts, \$75, \$100, \$200, and \$300.

Q. Do you know anything tending to show that any officers of the bank profited by any of those loans that were improperly made, about which you have spoken?—A. I do not know that I do.

Q. Directly or indirectly?—A. I do not know anything about them.

Q. Have you examined the report of the commissioners of the Freedman's Bank?—A. No, sir; I had a copy of the first report, but I lent it and did not get it back. I have seen the last report, but could not get a copy of it. I wished to look over it. There are some loans there which I would like to refresh my memory about.

Q. Do you recollect the loan to Kit Carson?—A. No, sir; I recollect a loan to Perry H. Carson; I think it was for \$500. Carson told me that Mr. Langston got the loan for him. I know that I made out a deed of trust, leaving the amount blank because there was a previous loan of \$500, and he was about to borrow another \$500. I did not know what the amount of the interest on the first loan was, and therefore I made out the deed of trust with the amount blank, and the deed was recorded in just that way too, without having the amount stated in it.

Q. Do you know what Langston had to do with the loan other than as Carson told you about it?—A. I do not.

Q. Did you see Langston at the time the loan was made, assisting in the negotiation?—A. I did not notice particularly; he was there every day.

Q. Did you not borrow \$5,690.54 from the bank?—A. Not from the bank. I borrowed it from the receiver in the Allen Fehrer case. His name is Charles L. Mathew.

Q. It is charged up to you by the bank?—A. Yes.

Q. Is it not rightly chargeable to you by the bank?—A. No, sir. I did not look at it in that way. The firm of Allen Fehrer & Company was insolvent and owed other parties.

Q. And you borrowed this money from the receiver?—A. Yes; and the matter is in suit now. That was about the time that Mr. Alvord went crazy. He was insane, and was taken to Wilmington, Delaware, to some hospital.

Q. Was any other officer of that institution insane?—A. I cannot say.

Q. Then do you not now owe that money to the Freedman's Bank?—A. No, I do not claim to owe it to the Freedman's Bank.

Q. Your paper for that amount is outstanding and in the hands of the bank?—A. Yes.

Q. And you say that suit has been brought on that paper against you?—A. Yes, against us.

Q. What security did you give for the loan?—A. We did not give any security at all for it. We afterwards went up to Mr. Leipold, one of the commissioners, and I offered to give him a security on a piece of ground on Eighteenth street. This was, I believe, before the suit was brought, and I did not want to have a law-suit in the matter. Mr. Scott and I went there and tendered deeds of trust, but they were not accepted by Mr. Leipold, who said he would bring suit, and he did bring suit.

Q. Was the security that was offered by you and Mr. Scott ample?—A. Yes.

Q. Did you and Scott sign a joint obligation for the amount?—A. I gave a note for half the amount, which Scott indorsed, and Scott gave a note for the other half which I indorsed. There were two notes of \$5,694 each.

Q. You tendered to Mr. Leipold, one of the commissioners of the Freedman's Bank, ample security on real estate for the payment of these notes?—A. Yes, sir.

Q. And he declined to take it?—A. Yes. That was giving us two years to pay the money, which was only carrying out the original understanding with Mr. Alvord, and that we were willing to do.

Q. Has Mr. Leipold any security for this matter, except your personal liability?—A. No, sir.

Q. What was the value of the property on which you proposed to give a deed of trust?—A. I offered to give a deed of trust on 30,000 feet of ground in square 172, (the whole front of the square,) for which I was offered \$20,500 in trade just before the panic.

Q. What was it worth at the time that you offered to give a deed of trust on it to Mr. Leipold?—A. It was worth at least 30 cents a foot; that would be \$9,000.

Q. Did you offer to give a deed of trust on any other real estate?—A. Mr. Scott offered to give a deed of trust on property of his that was worth six or seven thousand dollars, to secure the same note.

Q. And Leipold refused both?—A. He refused both.

Q. Have you anything to do with the bookkeeping of the company now?—A. No, sir.

Q. You are not in the employment of the commissioners?—A. No, sir; I resigned in February, 1874.

Q. Can you give any reason why the books of the Freedman's Bank were so loosely and unskillfully kept?—A. When Mr. Stickney was assistant actuary under Mr. Eaton, he attempted to act both as assistant actuary and as book-keeper, and things were very loosely kept. When I went in as general book-keeper, it was just as much as I could do to keep up the current business without attempting to go back to straighten up the books. We fixed it up the best we could and balanced up the old books, and from about 1873 we just started anew, and from that time we balanced the books every Saturday night. Every Saturday night we made a trial balance sheet and submitted it to the president on Monday morning.

Q. Could you understand the old books; were they intelligible?—A. Oh, yes.

Q. Why was not an effort made to straighten up those old books prior to the time you entered?—A. I do not know. The business was so rapidly increasing when I went in there that it was as much as I could do to attend to the current work. I could not get up the work that was behind.

Q. Are you acquainted with Mr. Leipold, one of the commissioners?—A. Yes.

Q. What connection has he with the bank?—A. He is commissioner.

Q. Do you know of his having any interest, except as commissioner, in prosecuting or defending any cases of the Freedman's Bank in court?—A. I know that he is associated in several suits for the bank with Mr. Totten. Mr. Totten is attorney for the bank in those suits, and Mr. Leipold is associated with him, as the records of the court show.

Q. Do you know anything about it, except the fact that he appears as associate attorney with Mr. Totten on the record of the court?—A. Only from hearsay.

Q. Have you heard him say anything about it?—A. No, sir.

Q. Have you heard Mr. Totten say anything on the subject?—A. No, sir; neither of them.

Q. From what source do you derive your information that Mr. Leipold has such connection with Mr. Totten or any other attorney?—A. I heard through one of the attorneys that Mr. Leipold told Mr. Sperry that Totten had made a proposition to him to divide fees with him if he appointed him attorney for the bank, and asked Mr. Sperry's opinion about it, and that Mr. Sperry told him not to touch it.

Q. What reason did Mr. Leipold assign for not accepting the security which you and Scott tendered to him for the loan made to you?—A. He said he had been fooling with us long enough and was tired of the thing, and would go and get judgment. He possibly thought that we would not make any fight upon it.

Q. Does his name appear as attorney in your suit?—A. No; I do not think it does.

Q. How is he related to Totten?—A. I do not know. John H. Cook, my attorney, is the man who informed me of it.

By Mr. RAINEY:

Q. Do you know any man who got loans from the Freedman's Bank who was, directly or indirectly, associated with any of the officers of the bank?—A. I cannot say that I do.

Q. Do you know of any of them having an interest, directly or indirectly, in any of the loans got by outside parties?—A. I do not.

By Mr. RIDDLE:

Q. Did you endeavor to make a balance-sheet for the Washington branch; and, if so, did you succeed in doing so?—A. I made the attempt, but I never could succeed in it. The books were mixed up and I could not balance them.

Q. About how much did the books fail in balancing?—A. I do not recollect how much. I found that they were fearfully out of balance.

Q. Were the entries intelligible?—A. No; there seemed to be trouble about the duplicating of the accounts. For instance, a man's account would be entered in two different places.

Q. Did you notice any items of charges or credits that were not carried forward? Could you trace the interest through the books at all?—A. No, sir; I could not. Mr. Sperry attempted to balance the books and made \$600 difference, and some months afterward Mr. Meigs attempted to balance them and made \$40,000 or \$50,000 difference. After I became general book-keeper, I balanced my books every Saturday night, but I could not balance the books that I found there, particularly the books of the branch office. When I went into the principal office, I commenced a new set of books altogether, took a statement of the assets of the company, and opened new books. For instance, a man would sometimes draw his check, and we would throw out the check because it would appear, from his account, that there was nothing to his credit, and he would afterward bring his book to the bank which would show us where his real account was kept.

SELECT COMMITTEE ON THE FREEDMAN'S BANK,

March 4, 1876.

The committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Riddle, Hooker, Steinger, and Rainey.

JOSEPH J. STEWART sworn and examined.

By the CHAIRMAN :

Question. Where do you reside?—Answer. In Baltimore.

Q. Were you a trustee of the Freedman's Savings and Trust Company?—A. I was a trustee for about three years, from the latter part of 1869 until the latter part of 1872, when I resigned.

Q. Why did you resign?—A. Generally, because I thought the management of the institution unsound, and because all my efforts to correct it proved unavailing; particularly, because, having been invited by the president, Mr. Alvord, to give him a legal opinion in regard to the sufficiency and legality of certificates of indebtedness issued by the board of public works of the District of Columbia, as investments for the company, I had pronounced against them, and I saw that my views were not acceptable, and that the institution would not be governed by them.

Q. Did the company invest anything in the securities that you have mentioned? If so, state why you deemed them unsound as securities for the bank.—A. The official reports of the commissioners show that that bank did invest largely in them after I left. There were two classes of certificates, the first called contractors' certificates, one of which was shown to me, on which I understood an advance had been made by the bank. It was very simple in form, printed in script type, on plain, white paper, something like an ordinary promissory note or due-bill, certifying that the board of public works stood indebted to the contractor, on its books, in a certain amount, and signed by the clerk of the board. It had no seal to it. It seemed to me to be nothing more than an acknowledgment which might be duplicated. It had no safeguards, legal or otherwise, thrown around it, and I thought it a very unsafe sort of paper to make advances on. The other sort of certificate was that issued by the board of public works under an act of the general assembly of the District, declaring them to be liens on real estate for assessment for special improvements. I did not see any authority under the charter, or under the organic act, so called, of the local government, for issuing that sort of paper, and I deemed this government (although it had a more high-sounding appellation) only a municipal corporation, with powers limited by its charter. I did not conceive that the legislature had any authority to pass the law, or the board of public works any for issuing these certificates. I thought it would require an act of Congress to give them validity. They would be, moreover, subject to litigation in every individual case, the responsibility of their payment being transferred from the shoulders of the local government to those of the assessed property-owner, who might choose, in each case, to resist payment on legal grounds; the validity of the title to the property, if sold under such a certificate, being subject, at last, to a test on a suit in ejectment, for the purpose of gaining possession. Hence I concluded that they were poor investments for a savings-bank.

Q. Who constituted the board of public works of the District at the time these certificates were issued and the loans obtained on them?—A. I can only answer that on public information. I remember that the names which were signed to such certificates were Alexander R. Shepherd, Henry D. Cooke, S. P. Brown, and a Mr. Magruder. I cannot recollect all the names of the board of public works.

Q. By whom was your suggestion in regard to the insecurity of loans on District securities resisted in the board of trustees?—A. I cannot tell you that. There was a scene in the board of trustees of manifest antagonism, and I resigned and left them, telling them that I would stand by the law of my opinion; and that, in order that they might be at liberty to repudiate it, I resigned my position.

Q. You have mentioned that the management of the institution was unsound. Please explain what you mean by that.—A. I think that the organization of the company was defective in its inception. It consisted of fifty trustees, residing in various States of the Union, and nine of them were made a quorum for the transaction of business. Among these trustees were many whose names gave character to the institution, such as Peter Cooper, William C. Bryant, Henry D. Cooke, John Jay, Governor Claflin, of Massachusetts, Bland Ballard, of Kentucky, and others. It was only the association of men of such respectability that induced me to accept the vacancy which I was invited to fill in the board of trustees. Any name could be dropped from the list, under the second section, for six months' absence from the meetings of the board; yet there was no requirement that it should be dropped, or that the vacancy should be filled by a person residing in the same State. As only ten votes were necessary to elect a trustee, this enabled the Washington managers to take full control of the institution and to run it as they saw fit. I was first asked to fill a vacancy in the board by Mr. Samuel Townsend, of Baltimore, a trustee, and an eminent member of the Society of Friends. He showed me the charter, which limited loans to United States securities, with the names of the trustees, and assured me that the financial management was in the excellent hands of Henry D. Cooke, a member of the firm of Jay Cooke & Co., and Mr. Huntington, cashier of the

First National Bank of Washington, and other equally capable financiers. The concern had then been in operation over four years. It had a central office in Washington, and numerous branch offices elsewhere. The board-meetings were held about once a month, and were after bank hours, the by-laws giving to the finance committee and to the actuary control of the finances. This gave but little opportunity to persons not immediately concerned in the management to gain an insight into it, even when punctual in their attendance. Very few of those who lived at a distance ever came to the meetings at all. I, living near, attended as frequently as I could, but was sometimes unavoidably absent. It took me, therefore, a considerable time to learn what was doing, and a still longer time to question its propriety, for I had no experience in banking, and the management here stood in high financial repute. Besides, I was an outsider, and felt, all the time, that the local influences controlling the institution were too strong for me alone to overthrow. The deposits, too, were at that time increasing under the management—a practical argument against any objection I might have urged to it. In 1871 the deposits increased over \$7,000,000, and the withdrawals left a balance of nearly \$2,500,000 in the bank. The available fund, so called, was deposited in the First National Bank at times to a very large amount, of which bank one member of the finance committee (Mr. Cooke) was president, and another (Mr. Huntington) was cashier. When I discovered that this available fund was being used for banking purposes, loaned out on promissory notes, with collateral securities, I inquired of the president for the authority to so do, and was informed by him and the actuary that the finance committee had taken counsel on the subject, and that such had been their practice. I objected to it, and to the class of collaterals accepted as securities for many of these loans, comprising, as they did, stocks and bonds not of the Government, but of incorporated institutions in the District unknown to the stock-market, and therefore, in my estimation, without salable value. I insisted that no stocks or bonds ought to be accepted as collaterals, except such as were quoted in the daily stock-list as salable on the market. I was not aware at that time that members of the finance committee were also incorporators or stockholders in the corporations to which they loaned money and whose stocks and bonds they accepted as collateral. When I did see a statement of that fact in the newspapers, I took advantage of the earliest opportunity to call it to the attention of the board, and to characterize it, if true, as a breach of the twelfth section of the charter, which prohibits trustees and officers of the institution from borrowing or using, directly or indirectly, its deposits, as well as an immoral proceeding financially.

Q. In what way was your attention called to it?—A. My attention was first called to it by the actuary in December, 1871. He handed me a copy of the Patriot, a newspaper published at the time in Washington, containing an article denouncing the management of the Freedman's Bank, and he asked me whether something could not be done to stop such assaults, as they were injuring the bank. I told him that it was actionable, but that the result would depend very much on the amount of proof it contained.

Q. Have you that paper?—A. Yes; here it is.

(The article, taken from the Patriot of December 13, 1871, was read by the clerk, and put in evidence, as follows:

"The Freedman's Savings-Bank and Trust Company.—A peep before and behind the scenes.—Where the money comes from, how it goes, and who it goes to.—'Seneca' again.—Fancy pavement companies.—Sundry 'loans.'—General Howard as a 'borrower' of the freedmen's money, &c., &c.—How the thing is done.

"The Washington correspondent of the Savannah Morning News, in that journal of December 9, writes as follows, (supplementary to a previous letter, which was republished in these columns not long since):

"Old Daddy Wilson stands about five feet ten inches in his boots, is square-built, solemn, the color of polished coal-tar, and sports gold spectacles. You will find Daddy of a morning looking wisely over the counter of the great 'savings and trust company' for freedmen. Brother Boston, young, airy, dressed in the height of fashion, and the color of Java coffee, moves lightly about among the dingy and dilapidated customers, many of them in rags, who have come in to plant their little saving where, as they innocently believe, it will give them six per cent. a year. Brother Boston is fond of finery, and fond of showing it. Finery and fine-sounding words are Boston's weakness. Daddy Wilson is cashier of the great savings-bank. Brother Boston is teller, and son-in-law to Daddy Wilson. Daddy Wilson got his wisdom in financial matters by keeping a little nick-nack shop on Fifteenth street. Brother Boston graduated from a lumber-shop into the banking business. After all, Daddy Wilson and Brother Boston are more ornamental than important to the carrying out of any great principle in finance. To put it in the most amiable way, they are mere figure-heads kept here in dumb-show by the cunning fellows who work the machinery from behind the scenes and are filling their own pockets. These cunning fellows live in fine houses and ride in fine coaches. Of course it would not do to have the cashier and teller of so great and good a banking-house live in a one-story tumble-down tenement, like the common people of their ace. If they themselves fared sumptuously, so must Daddy Wilson, chief gatherer of the

'accumulations.' So they built Daddy Wilson a magnificent four-story house in G street, of pressed brick and brown-stone (Seneca) trimmings, and with all the modern ornaments. In this palatial residence Daddy fares sumptuously every day, displays the choicest furniture, and gives entertainments to the aristocracy of his own people, for whose amusement Boston drums on a grand piano. Love of truth constrains me to add that these assemblies are at times somewhat mixed, a number of persons who look to the bank for favors making a show of bleached faces. These entertainments cause no little jealousy among the less fortunate of the colored people, many of them looking up with amazement and wondering where Daddy got all the money to do all that. It is very stupid of them to ask these questions, since the answer is so readily found in their bank-books.

"Little by little the confiding Sambo and Miss Chloe have dropped their 'accumulations' into the hoppers of the great Freedman's Savings and Trust Company, until they have swelled to the comfortable sum of twenty-seven millions of dollars, or thereabouts. What a lesson for political economists! Of this, Sambo and Chloe have drawn out about twenty-three millions, leaving about four millions due to depositors. Attempt to draw out any considerable part of this four millions, and I will venture to assert that there would be a stranded craft among the breakers. The beach, too, would be strewn with the most pernicious kind of wreck-stuff, called assets. There would be a great Seneca-stone banking-house; cost \$250,000; Daddy Wilson's house and a number of other fine houses, all occupied at present by money-making and psalm-singing fellows in some way associated with the great bank. In addition to these, there would be found bonds of the Seneca Stone Company, with a fictitious value; shares in the stock of certain savings-companies, also with a fictitious value, and whose officers are also officers of the bank; shares in the Young Men's Christian Association; a sash and blind company; corner lots enough for a city, but many of them of doubtful value, and nearly a million of dollars of contractors' accounts against the old and new governments of this city. A very promiscuous and very suspicious kind of security this for a savings-bank to do business on.

"How, then, fancy pavement companies, with their fancy stock, and no money of any account paid in, got so generously accommodated, except on the theory of improper connection with the officers, is a subject that needs inquiring into. A careful examination ought to be made into the character of these assets, in order to see in what way the bank had fortified itself independent of them, so as to be ready at any time to provide for and protect its poor and too confiding depositors. It is easy to see how a bank that pays its depositors six per cent., and exacts ten, and even twelve, per cent. from its borrowers, may be tempted to take dangerous risks and involve its capital. But that will not be accepted as an excuse when the day of reckoning comes. Nothing, in short, can justify looseness and reckless conduct in the management of a savings-institution, where the savings of the poor and the working classes should be shielded by every safeguard that human virtue and honor can weave about them. Any deviation from this will be sure to bring ruin and distress to thousands, the most painful example of which we have recently had in New York. Indeed, the modern savings-bank is little more than a lottery, and has too many of the worst features of the lottery, as it was managed by northern men in the Southern States. The colored man was a good patron of the lottery; it was his weakness and his sin. He would go without food or raiment if he could get money enough to buy a ticket. And he bought that ticket in the innocent belief that it would bring him a fortune. The same natural impulse finds him with his little savings and his rags at the counter of the Freedman's Savings Bank and Trust Company, to deposit his money in the happy belief that Daddy Wilson will make it grow him a fortune.

"Let us go behind the scenes now and see what manner of men are there, and how they have formed a ring for the control of this large amount of capital, and how the members of it use the money to enrich themselves and aid the most dangerous kind of speculators.

"The Seneca-stone ring, one of the most corrupt and grasping rings ever formed for selfish purposes, heads the list of dangerous ventures.

"Dr. John L. Kidwell is president of the Seneca Stone Company, of which President Grant is a large stockholder. The Seneca Stone Company needed money, and the books of the bank will show that Dr. John L. Kidwell (apothecary) effected a loan of \$18,000, at 10 per cent., on \$20,000 bonds of the Seneca Stone Company, at 90. Again, the obsequious doctor appeared at the bank and effected a loan of \$4,000 on bonds of the Seneca Company, at 10 per cent., making in all \$22,000.

"If these Seneca bonds have any permanent value, I can only say that few persons in Washington know it. Even the great name of the President does not seem to give any additional strength to the concern. But Mr. Henry D. Cooke, the present governor of the District, is the great mogul of and the largest stockholder in the Seneca Stone Company, of which concern he is also treasurer. He was appointed governor by President Grant, himself a stockholder in Mr. Cooke's stone company. Mr. Cooke is also chairman of the 'finance committee' of the Freedman's Savings and Trust Company. I make these statements merely to show what intimate relations exist between the notorious Seneca-stone ring and the great Freedman's Savings and Trust Company. I shall show, too, how this loan of \$22,000 to the Seneca ring led to an unjustifiable and unnecessary expenditure of two hundred and fifty thousand dollars of the poor colored man's money. I want the reader to keep this in

mind while reading these articles, because it throws a flood of light on subsequent transactions of the Seneca ring in connection with this bank which have heretofore appeared dark and mysterious.

"The next, and even more suggestive of jobbing, is a loan to H. K., (which cabalistic initials mean Hallet Kilbourn,) on three hundred shares of stock of the Metropolitan Paving Company, valued at \$30,000, of \$14,000, at 10 per cent. interest. Now, this Metropolitan Paving Company is a light-comedy corporation, in which Governor Henry D. Cooke, Alexander R. Shepherd, Hallet Kilbourn, Lewis Clephane, and one or two others of the same stripe are chief actors. Some idea may be formed of the soundness of this concern when I say that only \$3,600 of the stock was ever paid up. An investigation into the *personnel* of this concern would bring to light the secret of so many of our streets being paved with this worse than worthless wood pavement just at this time. Two of the most active members of this shameful swindle are on the finance committee of the great Freedman's Saving and Trust Company: another is a member of the board of public works, and controls its action as completely as ever Mr. William M. Tweed controlled the action of the board of public works in New York.

"The next is a 'loan made to Matthew G. Emery of \$25,000, at 10 per cent., on corporation coupon certificates.' This will speak for itself.

"We then have a demand-note of the Sharp Paving Company for \$3,000, money loaned on shares of the company. This is another funny concern, in which two members of President Grant's board of public works and one gentleman on the finance committee of the Freedman's Bank are believed to be largely interested.

"General O. O. Howard appears next on the stage as a borrower of the freedman's money. General O. O. Howard was first vice-president of the company, and it seemed strange so good a friend of the colored man should resign a position in which he could be of great use to his national wards. But there was a provision in the charter which forbids an officer of the bank from borrowing its money. The general resigned his position of vice-president for prudential reasons, as was stated at the time, and shortly afterward appeared at the counter of the bank as a borrower.

"On lot 11, block 4, subdivision of Smith's Farm, and sundry farming-bonds as collaterals, the general made a raise of \$24,000. It is said that the general invested this money in a sash and blind factory.

"The next name is that of the Boss Tweed of our board of public works. Mr. Alexander R. Shepherd. Mr. Shepherd came up a good deal as the Boss did, has all his virtues, and some of our oldest inhabitants say one too many of his vices. He is a genius in the art of jobbery, and a great favorite with President Grant. After Tom Murphy, I do not know a man Grant would have such profound respect for, or would more willingly make a place in his Cabinet for, than our Boss of the board of public works. Unlike Tweed, however, Mr. Shepherd has been on both sides of politics, and sticks best where there is the most money to be made.

"A. R. S. got \$15,000 of the freedman's money on lot 5 and square 452. A good judge of real estate in this city says these lots, if sold in the market, would not bring one-half this amount.

"Hon. Henry D. Cooke, present governor of the District, and chairman of the finance committee of the Freedman's Savings and Trust Company, next appears as a borrower at the bank's counter, and effects a loan of \$10,000 on four hundred shares of the Young Men's Christian Association.

"Then we have S. T. Langley's note for \$500, indorsed by D. L. Eaton, (actuary of the bank,) money loaned and no security.

"This you will say is enough for the present. It, however, is but a beginning. In my next I will give some startling figures and facts as to the reckless manner in which the freedman's money is loaned. Who will say after this that the great Freedman's Savings and Trust Company is not run by a ring of desperate speculators, prominent in which is the Seneca-ring men?—C. H. W."

Q. Do you know anything of the truth of the allegations in the article just read?—A. Very little, if any; nothing, I am quite sure, that cannot be better ascertained from other sources. It was a new revelation to me in many respects.

Q. Do you know anything of the Seneca Stone Company?—A. Of my own knowledge, nothing. I was not aware, until I read that article, that it was the same thing as the Maryland Freestone Mining and Manufacturing Company.

Q. Do you know anything of the Metropolitan Paving Company?—A. Nothing.

Q. Did the actuary say anything more about the article?—A. Yes; within a few days he told me that it was satisfactorily arranged, and that nothing more would appear.

Q. Who was the actuary at that time?—A. D. L. Eaton.

Q. Did he say how it was arranged?—A. He did not tell me, and I do not know. But I remember that at a subsequent meeting of the board, when he read out of the finance committee's report a loan of \$50,000 on the joint note of Hallet Kilbourn and John O. Evans, secured by collaterals of the character mentioned in that article, such as the Maryland Freestone Mining and Manufacturing Company, market-house stock, Metropolitan Pavement Company's stock, and some American Dredging Company's stock as collateral, I denounced the

collaterals as worthless, and demanded that the note should be backed by other collaterals and pressed for payment when due. The actuary called me aside afterward and told me I was mistaken in my estimate of the value of the Maryland Freestone Mining and Manufacturing Company; that their bonds were worth and would sell at 90 cents on the dollar. I replied that I hoped he was right, but advised him to unload immediately, stating that from what little experience I had had in investing in that kind of stocks in Baltimore, I would be glad to sell out at half price.

Q. Were you informed that this note of Kilbourn and Evans for \$50,000 was not for value received?—A. No, I was not; nor were any of the trustees, so far as I am aware. It was read out as any other asset in the finance report, and I supposed that the men were good for the note, although I did not like their collaterals.

Q. Were the trustees not made aware that there was a secret contract between the actuary and the finance committee, on the one part, and the makers of the note on the other, that payment should not be called for?—A. I never heard of any such agreement till I saw the printed correspondence in the commissioners' report, between Mr. Langston and Mr. Kilbourn.

Q. Who constituted the finance committee at the time of that transaction?—A. Henry D. Cooke, chairman, William S. Huntington, Lewis Clephane, L. R. Tuttle, Assistant Treasurer of the United States, and J. M. Broadhead, Second Comptroller of the Treasury.

Q. Were they or not the practical managers of the company's affairs?—A. They were, in connection with the actuary, who appeared to be guided very much by Mr. Huntington and Mr. Cooke, and consulted them almost exclusively.

Q. Who was the actuary at that time?—A. D. L. Eaton.

Q. Where is he now?—A. He is dead.

Q. Is William S. Huntington still living?—A. No; he is also dead.

Q. Is this finance committee still in existence; if not, when did it dissolve?—A. No; this finance committee dissolved early in 1872.

Q. Can you tell any circumstances which led to its dissolution?—A. I think I know, at least, some circumstances in which I bore a part. I had been sick during the spring of 1871, and, I think, did not get to any meetings of the board of trustees till July. Having heard complaints outside of the large percentage required to get loans on real estate, involving commissions to agents and for appraisal, in addition to the usual cost of securing the title, at the July meeting I introduced a resolution prohibiting the finance committee and the actuary from considering any application for a loan coming through brokers or others who negotiated loans on commission. This resolution was referred, as a matter of course, to the finance committee. There was no meeting in August, and at the September meeting the committee reported against my resolution. I moved its adoption, notwithstanding the committee's adverse report, and, very much to my surprise, succeeded in carrying it. I think that this was the first check which the management had received, and they were not pleased with it. At a subsequent meeting, on hearing the finance report read, I learned that some \$44,000 had been invested in Northern Pacific Railroad bonds, and I objected that that investment was neither safe in fact nor in accordance with the charter of the company, and I introduced a resolution, which passed, requiring the finance committee to call on Jay Cooke & Co. to redeem said bonds at the price paid for them with accrued interest. The Northern Pacific bonds were then selling at high figures, and the house of Jay Cooke & Co. was still in good credit. The finance committee at the next meeting, instead of having carried out the resolution, asked that it be rescinded. I then gave my reasons in very plain language for insisting on the redemption of the Northern Pacific bonds, and the board sustained my view. I think that this precipitated the resignation of Messrs. Cooke and Huntington, which came in at the next meeting, and was accepted. This was shortly followed by Mr. Broadhead's resignation and that of D. L. Eaton, the actuary. I had some hopes that a new management could be secured which would lift the bank out of the local influences that were then dominating it, and I made an effort to that end by trying to secure an actuary from outside of the District of Columbia; but the local influences in the board were too strong for me. Moses Kelly, cashier of the Metropolitan Bank, and General Balloch were elected on the finance committee, and Mr. Stickney, a nephew of Mr. Eaton, as I understood, who had been an assistant cashier under him, was elected to fill the vacancy caused by Eaton's resignation. I opposed Mr. Kelly's election to the board of trustees on the ground that he was cashier of another bank, and that I thought experience had shown it not to be a wise policy to have the Freedman's Bank managed by officers of other banks. The president promised me that the actuary's place should remain open for a few months, or be filled by the assistant actuary till a proper man could be secured to fill the place. I wrote to a gentleman in Philadelphia, whom I thought well qualified, and told the president I had done so. But that gentleman declined, and at the next meeting, a very full one, evidently drummed up for the purpose, George W. Stickney was elected actuary without any opposing candidate being named, and the financial arrangement continued as before in the local interest. I introduced a resolution in February, 1872, compelling the president to give bonds in \$50,000, with security, for a faithful discharge of his duty, and also one setting forth that, "under the twelfth section of the charter, no person who is directly or indirectly a borrower, or in any manner a user of any part of the

funds or deposits of this corporation, or whose obligations, either as principal or indorser, are held by it as assets, is eligible to the position of president, vice-president, trustee, officer, or servant thereof, or competent to act in any such position." These resolutions were both passed. I soon found, however, that there was a disposition to dabble in District securities, and my objection to the management culminated, as I stated in a former response, in resigning my position when I found that it was impossible to prevent the company from conducting its business in that way.

Q. At what time did your resignation take effect?—A. In December, 1873.

Q. Have you any knowledge of any facts tending to show that any of the officers or agents of the Freedman's Bank had business connection with parties who obtained loans from the bank other than being corporators or stockholders in certain corporate bodies which were borrowers of the bank?—A. I have not.

Q. What caused you to take so decided a stand against the negotiation of loans through the medium of brokers?—A. I had never known a savings-bank to loan through brokers in Baltimore, and I made inquiry of the president of our best savings-bank there in regard to the usage, and it seemed to me that it added largely to the expense of the borrower; that it was not a part of the duty of the Freedman's Savings-Bank to accumulate money here for the purpose of setting up real-estate agents in business, and that the 10 per cent. required to be paid to the company was of itself a pretty heavy draught on a borrower, without compelling him to pay 2½ per cent. or more commission for the privilege of getting it. In Baltimore any one who has good real-estate security can go in person to the president of a savings-bank and ask to borrow the money, and if the security is good, and the bank has money to loan, he receives it.

Q. You have mentioned that many of those loans were negotiated at 10 per cent. State whether that was not in excess of the legal rate of interest allowed by the laws of the District.—A. I think not. There was an act of Congress authorizing loans at 10 per cent. on agreement between the parties.

Q. Were you aware that brokers occupied the double position of agents for the borrowers in obtaining loans and agents for the bank in appraising the securities on which the loans were obtained?—A. I was not. I knew that there was a real-estate firm that was made appraisers, but I never knew personally anything about their personal business in regard to the bank.

Q. You mean to say, however, that your objection to the employment of brokers grew out of the fact that it was illegal itself in the dealings of a savings-bank, and because of the largely increased cost to the borrowers?—A. Certainly.

Q. Do you know of any instance in which any officer or agent of the bank received a bonus on any loan negotiated at its counter?—A. No, sir.

Q. Are there any other facts within your knowledge that would throw any light on this investigation?—A. I do not think of any other at this time.

By Mr. RAINEY :

Q. Were you a member of the board of trustees when the loans were made to Vandenburg?—A. I think not. I resigned because I foresaw that such loans were about to be made. My objection had been made, not against the loans to him specifically, but against loans on District securities.

Q. Were you cognizant of the fact of any of the Vandenburg loans which were made in September, October, and November, 1872?—A. I do not recollect any such loans being made to him. I understood that a \$2,500 loan had been made to him. I was a member of the board of trustees at that time, and I was in daily effort to try to counteract, as far as possible, the disposition to invest in these local securities. I was not particularly aware (of course these things were matters which the finance committee controlled) that any loans had been made to Mr. Vandenburg on such securities.

Q. Can you inform the committee whether or not, to your knowledge, these matters were brought to the attention of the finance committee, or whether the loans were not made on the individual responsibility of the actuary?—A. I do not know.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, D. C., March 9, 1876.

The committee met at 10 o'clock a. m. Present, Messrs. Douglas, Riddle, Stenger, and Frost.

JONATHAN G. BIGELOW sworn and examined.

By the CHAIRMAN :

Question. State your residence and occupation.—Answer. I reside in the city of Washington. I am an attorney and counselor-at-law.

Q. Have you, in the pursuit of your professional engagements, had any occasion to inves-

tigate any of the accounts of the Freedman's Savings and Trust Company? If so, state how you came to do so, and the result.—A. I have. I was employed, about one year ago, by Louisa McGahan, the widow of Francis McGahan, to file a bill in equity, in the supreme court of the District of Columbia, to set aside a pretended sale to the Freedman's Savings and Trust Company, by Daniel L. Eaton, actuary of that company, made on the 1st of July, 1872. The facts of the case are briefly as follows: On the 20th June, 1870, the Freedman's Savings and Trust Company loaned to Francis McGahan \$10,000, for one year, with interest at 10 per cent., and, as security for the repayment of that sum of money, had taken a deed of trust on the house and premises known as No. 915 E street, northwest, being the same premises as are now occupied by the topographical division of the Post-Office Department. The loan was made nominally for one year. The first year's interest was paid, and \$100 of the second year's interest. On or about the 5th of April, 1872, there being then in default about eight or nine hundred dollars interest, Daniel L. Eaton, the trustee in the deed of trust mentioned, advertised the property for sale, and the sale took place on the 1st of July, 1872. The sale was wholly irregular, and in the pretended conveyance of the property by Eaton to the Freedman's Savings and Trust Company, (that company being the purchaser at such sale,) Eaton omitted to seal the deed, and the acknowledgment thereof is without date, and the instrument is wholly defective and insufficient to convey the legal title to the bank. This property was sold at \$13,000. No accounting was ever made, by either the Freedman's Savings and Trust Company or by D. L. Eaton, the trustee and actuary of the bank, to either McGahan, who borrowed the money, or to his widow, Louisa McGahan, the beneficial owner of the property. The note has never been surrendered, and no account has ever been rendered of the purchase-money. Subsequently, on the 6th June, 1873, Mr. Andrew C. Bradley leased this property to the Post-Office Department, at a rental of \$4,200 per year; and on the 16th June, ten days thereafter, the Freedman's Savings and Trust Company, by its president, John W. Alvord, conveyed this property to Andrew C. Bradley, at a consideration, as recited in the deed, of \$18,500, of which amount \$1,500 was paid in cash, and Bradley's notes were given for \$17,000, payable to the order of the Freedman's Savings and Trust Company in one, two, three, four, or five years. And, as security therefor, the bank took a deed of trust from Bradley and wife on the same premises. Bradley, in this transaction, though appearing to be the principal, was, in point of fact, merely the agent of Alexander R. Shepherd. He had no pecuniary interest in either the renting of the property to the Government or in its purchase from the Freedman's Savings and Trust Company. These facts which I have stated appear in the sworn answer of Alexander R. Shepherd, and in the sworn answer of Andrew C. Bradley, to the bill of complaint of Louisa McGahan, in the suit mentioned. Shepherd is not a party to those notes given by Bradley to the Freedman's Savings and Trust Company, and is in no way personally responsible for their payment; and he has, as appears by his answer, as well as from the records of the Post-Office Department, been receiving the rents of \$4,200 a year on these buildings, from the date mentioned, June 6, 1873. The deed of trust given by Bradley to John W. Alvord and G. W. Stickney, to secure to the Freedman's Savings and Trust Company the said sum of \$17,000, is absolutely null and void, for the reason that the Freedman's Savings and Trust Company had, in the first place, no title to the property to convey it to Bradley; and Bradley, having no title himself, could convey none to Alvord and Stickney, the trustees. So that the only security that the Freedman's Savings and Trust Company had for the payment of the \$17,000 is the personal obligation of Bradley. Of the \$17,000, Shepherd has paid the sum of \$2,400, as appears from his answer to the bill of complaint. The balance is still unpaid, although one or more notes is or are due. I will here state, however, that in the event of a decree restoring the property to the complainants in the bill mentioned, the Freedman's Savings and Trust Company will be paid the \$10,000, the amount of the loan to Francis McGahan, with interest, provided Alexander R. Shepherd refunds the amount of rents collected from the Government. The bill is for an accounting, as well as for setting aside the pretended sale. It has already resulted in a prolonged litigation, and the case may possibly be taken to the Supreme Court of the United States, in which case it will be very expensive. This litigation arises from the carelessness of the trustee, D. L. Eaton, in omitting to seal the deed, and in a wanton disregard of the debtor, McGahan, as is more fully shown in the records of the case printed.

Q. Is there any relationship existing between A. R. Shepherd and Andrew C. Bradley?—A. Yes; Andrew C. Bradley is brother-in-law of Alexander R. Shepherd.

Q. How do you account for the fact that Andrew C. Bradley had obtained from the Post-Office Department a contract or lease, at an annual rental of \$4,200, for the property in question, then held (but by defective title) by the Freedman's Savings and Trust Company, ten days in advance of any transfer of the property by the bank to him?—A. I cannot answer that question satisfactorily to myself or to the committee. In a prolonged and very severe cross-examination by myself of the witnesses on this particular point, I am unable to determine, from the evidence in the case, through what means or by whom this lease was negotiated.

Q. For what term was the lease made?—A. The lease was made to begin on June 5, 1873, and to run thereafter for three years, at a rental of \$4,200, with the privilege of renewal thereafter for two years. The three years will be up on the 5th of June next. No rents

have been collected on the property since the commencement of the present fiscal year. They are still in the hands of the Postmaster-General.

Q. Would the annual rents, agreed to be paid for the property by the Post-Office Department, have extinguished the debt due from McGahan to the Freedman's Savings and Trust Company, if the bank had held or leased the property for its own benefit?—A. Yes; they would have already extinguished the debt. The rents on this property for the three years' lease and for the two years' renewal thereafter, would have more than paid the purchase-money by Shepherd. In other words, the annual rent would more than pay for the accumulating interest, so that at the expiration of the five years the property would not only have cost Shepherd nothing in point of fact, but would have been a source of income to him to the amount of \$2,500.

Q. How long after the transfer to Bradley by the bank was the property transferred by Bradley to Shepherd?—A. The property was transferred by Bradley to Shepherd in August, 1874. Bradley retained the title for Shepherd in the mean time; Shepherd receiving the rents, which were collected through Bradley as agent.

Q. Are you able to state from any knowledge of your own, or by reference to the report of the commissioners of the Freedman's Bank, whether or not Bradley's notes have been substituted for and used to extinguish the McGahan debt on the books of the bank?—A. I am not able to state how that is. As I stated, the Freedman's Savings and Trust Company has never rendered an accounting for the sale of the property under the deed of trust of July 1, 1872, nor has it surrendered the \$10,000 note mentioned, nor in any way accounted for the proceeds of the sale to the complainants in the bill. What has become of the note I am unable to say. I do not presume, however, that the Freedman's Savings and Trust Company can consider these notes as a part of its assets in view of the pretended sales mentioned.

Q. Did you not, in the prayer of your bill asking the privilege to redeem the property, and to have the sale made by Eaton set aside, ask for a surrender of this note?—A. I did. I have examined the report of the commissioners of the Freedman's Bank, and am satisfied the McGahan debt does not appear on it.

Q. As a lawyer, what is your inference from that—that it is there treated as extinguished by the notes of Bradley?—A. By all of those transactions mentioned.

By Mr. RIDDLE:

Q. Are Bradley's notes reported?—A. Yes.

By the CHAIRMAN:

Q. Do you know of any other fact showing or tending to show a conspiracy between Shepherd and Bradley on the one hand and D. L. Eaton on the other, to defraud the bank or any other parties?—A. I have no personal knowledge on the subject. I knew Eaton well in his life-time. His health for the last three or four years of his life was very poor. He was a man of considerable intelligence, but his great fault, as financial manager of this bank, in my judgment, lay in the fact that he paid but little or no attention to the requirements of law in the transaction of business. He was exceedingly careless in the execution of papers relating to the money transactions of the bank. That was particularly evidenced in this case. Even the deed of trust, given to secure the Freedman's Savings and Trust Company on the 20th June, 1870, is not under seal, so that, as a matter of fact, the Freedman's Savings and Trust Company had no legal title in that trust-deed, but the complainants in the bill do not ask to take any advantage of that omission.

Q. In other words, the transaction between Eaton and Bradley by which an extinguishment of the debt of McGahan is apparently affected, left no security, available in law, to the bank for the recovery of what was due from Bradley or from his principal Shepherd?—A. That is precisely the case. The result of Eaton's carelessness in the premises is, that the bank is without any legal security. That is to say, it is secured on real estate without a legal title. At the time of the leasing of this property to the Government, Eaton was not the actuary of the Freedman's Savings and Trust Company. He had resigned his position previous to that date. George W. Stickney was the then actuary. The negotiation was carried on on the part of the bank either by Stickney or the finance committee, with either B. H. Warner acting on the part of Shepherd or with Bradley acting in behalf of Shepherd. It is exceedingly difficult to determine from the evidence in this case how this transaction of leasing the property was accomplished. Evidently the real parties to the transaction are not developed. That is the amount of it.

Q. Who is B. H. Warner?—A. He is a real-estate agent in the city of Washington, and has had considerable money transactions with the Freedman's Savings and Trust Company. He is also an auctioneer, and sold this property as such on the 1st of July, 1872.

Q. Do you know anything about the bills for advertising allowed to Warner, and whether any one, and who, obtained a percentage on that allowance?—A. The whole transaction was fraudulent from beginning to end, so far as I have been able to investigate it as against the rights of the plaintiffs. Eaton, as stated, was the trustee in the deed of trust. He was likewise the actuary, at the time, of the Freedman's Savings and Trust Company. He employed Warner as auctioneer to sell this property under the deed of trust, and employed

Warner to advertise a notice of the sale. Warner entered into an understanding with the newspapers that published the advertisements, whereby he was to have 33½ per cent. commission, and he ran up the exorbitant bill of \$736.75. He was acting as agent of the bank in that business.

Q. Who was the Postmaster-General at the time of that contract or lease?—A. John A. J. Creswell.

WASHINGTON, D. C., March 9, 1876.

GEORGE W. STICKNEY sworn and examined.

By the CHAIRMAN :

Question. State your occupation.—Answer. I am at present a real-estate agent.

Q. State whether or not you ever had any official connection with the Freedman's Bank.

—A. I was employed in the Freedman's Bank from the first of May, 1867, to about the first of July, 1874. I was employed as clerk from May 1, 1867, to about July 1, 1869; as assistant actuary from the latter date to August, 1872; and as actuary from that date till the time the bank suspended.

Q. Were you, during your official connection with the bank, cognizant generally of the loans made by it?—A. I was, of most of them; of some of them I was not.

Q. Do you know anything about the loan made to C. D. Bailey, treasurer, of \$2,600, secured by 480 shares of Christian Association stock?—A. Yes.

Q. State how and by whom that loan was effected?—A. The loan that was first made was made in 1867, I think, of \$7,000. Then there were amounts paid on it from time to time until it was reduced to \$2,600. The loan was passed by the finance committee when it was first made, if I remember right. I was simply a clerk then, and the only knowledge I had of it was by entering it on the books.

Q. For whose benefit was that loan made?—A. That I do not know.

Q. Do you know anything of a loan to F. H. Gassaway, in March, 1872, of \$3,300 on 50 shares of Metropolis Paving Company stock?—A. That loan was made by Colonel Eaton, then actuary of the bank, and passed, I think, by the finance committee. There were other securities on the loan besides the paving stock, which securities were paid, reducing the amount of that note to some eleven or twelve hundred dollars.

Q. As nothing seems now to be held by the bank in the way of security for that loan except the fifty shares of Metropolis paving-stock, state what became of the other securities?—A. The other securities were paid. There were two notes as security amounting to \$2,010.50. The parties came to the bank and paid those notes, and the amount paid on them was indorsed on Mr. Gassaway's notes.

Q. On page 34 of the report of the commissioners of the Freedman's Bank there appears a loan on March 24, 1873, to Gassaway of \$2,250, and on November 7, 1872, a loan of \$2,500, on twenty shares of American Seal-Lock Company, and twenty shares of the Capital Publishing Company, and notes for \$2,250, secured by real estate, on which nothing has been paid. Can you explain that?—A. It is pretty hard to explain those loans without having the loan-book, for the reason that many of them were made long before those dates, and those are only renewals of them.

Q. What were those securities worth at the time the loan was made on them?—A. I think that at the time the loan was made the securities were worth the amount of the loan. The loan of the 24th March, 1873, was first made, if I remember right, about a year previous to that date. It was made by the actuary and was approved by the finance committee, if I recollect right. The loan was made through Mr. Huntington, who was then cashier of the First National Bank. If I recollect right, there was with the twenty shares of stock of the Capital Publishing Company Mr. Huntington's obligation that he would pay eighteen hundred or two thousand dollars for that stock at any time he was called upon; but he died soon after that and his estate was insolvent. I was ordered, about that date, either to collect Gassaway's note of 24th March, 1873, or to get additional security on it, and I got this real-estate note of \$2,250, which was worth, I suppose, about \$1,000. It was the best I could do, as I could not get the money.

Q. Gassaway at that time was in default to the bank?—A. Yes, sir.

Q. Why didn't you sell the collaterals if they had any market-value?—A. They had no market-value then, at that time.

Q. Can you give us the names of some of the stockholders in the Seal-Lock Company and in the Capital Publishing Company, if the same were also trustees, officers, or agents of the Freedman's Bank?—A. I know of but one man who was connected with the Seal-Lock Company, but he was not an officer of the bank. That man was F. W. Brooks. He was the only man I ever knew connected with it. The company was chartered in New York. I do not know whether Mr. Huntington was a stockholder in it or not.

Q. Do you know anybody connected with the bank who was also a stockholder in the Capital Publishing Company?—A. I do not; I do not know who the stockholders in that company were.

Q. In August, 1870, a loan was made to A. B. Mullett, treasurer, of \$1,400, on one hundred shares of Morris Mining Company stock. Can you tell us something about that company and what its stock was worth at the date of that loan?—A. I know nothing about that loan except entering it on the books of the company. I know nothing about the nature of the stock. I have been informed that it was worth about what it states here at the time the loan was made.

Q. What was A. B. Mullett treasurer of?—A. He was treasurer of the Morris Mining Company.

Q. What was that company organized for and where was it located?—A. It was located in Colorado. I am sure I do not know what it was organized for, but I suppose it was to make money.

Q. I see in May, 1872, a loan of \$2,917 to John A. Gray, treasurer, on the indorsement of Robert I. Fleming. State of what John A. Gray was treasurer and what Robert I. Fleming's indorsement was worth.—A. John A. Gray was treasurer of the Fifteenth street Presbyterian Colored church. The indorsement of Robert I. Fleming at the time the loan was made would have been taken for that amount in any bank in the city.

Q. Why didn't you collect that note when it became due?—A. It was renewed once or twice, and interest paid, and something paid on the principal, if I recollect right.

Q. There are very heavy loans at different dates to the same Fleming, with no collateral. How did it happen that the funds of the bank were so employed instead of being invested on ample security, as required by law?—A. It is almost impossible to explain these loans without the cash-book. This loan was not made at that time. It was an old matter which I tried to fix up. Mr. Fleming was embarrassed and I tried to get all I could at the time. The loan was made nearly two years before that.

Q. Why did you allow such a large amount of the funds of the Freedman's Bank to remain for such length of time in Fleming's hands without security and when he was in default for the interest?—A. He promised to pay from time to time, and I knew, after this became due, that it would not do any good to sue him for the amount. This loan for \$1,000 was on lumber sold him by President Alford. It came from some transactions in Florida.

Q. Why did you, as actuary of the bank, make such loans to anybody without security, contrary to and in defiance of the requirements of the law?—A. I made none of those loans.

Q. Were you not cognizant of them?—A. I might be cognizant of them and not have anything to do with the making of them. All my duties at that time were to enter them on the books. That \$3,000 loan was first made to Mr. Fleming, if I recollect right, when he was erecting the bank-building, with the intention to take it out of the amount due him by the bank. But the note in some way was skipped, so that when he settled with the bank that was not deducted.

Q. Had Robert I. Fleming any business connection with any officers of the bank, or was any officer of the bank interested in any contracts or operations of Fleming's?—A. Not to my knowledge.

Q. Have you any reason to believe that there was any such connection?—A. I have not.

Q. In July, 1873, there appears a loan of \$9,000 to John O. Evans on the acceptance of James Magruder, treasurer of the board of public works. Was that loan in conformity to the charter and requirements of law? If not, please explain why you dealt in that way with the funds of the institution of which you were then actuary.—A. Some year or so previous to that there was a loan made to somebody connected with the Metropolis Paving Company of \$10,000, and stock of that company was put in as security. That note was paid by this \$9,000 acceptance of Colonel Magruder as treasurer, and by cash for the balance. At that time none of the paper of the board of public works had ever gone over. It had all been paid promptly, and this \$9,000 has since been paid in full. It was paid by the board of audit in nine thousand 3.65 bonds, which were sold at market rates, and Mr. Evans paid the difference to make up the \$9,000, with interest at 10 per cent. for the time the note had run. That was in the fall of 1874.

Q. I see in May, 1874, a loan of \$4,366.66 to Juan Boyle, on a note indorsed by Frank Barnum. Can you tell us anything about that loan?—A. That note was made by me, I think, and passed by the finance committee afterward or before. There was a larger note than that for which part cash was paid, and that note was taken for the balance.

Q. Who was Frank Barnum, and what was his personal responsibility?—A. Frank Barnum was a young gentleman from Baltimore, who was at that time a partner of Mr. Boyles, and was supposed to be perfectly responsible. He was supposed, at that time, to be worth some \$100,000. He is a relation of the Barnums of Baltimore, the proprietors of the old Barnum Hotel.

Q. State by what authority of law any loans were made on personal securities, such as I have enumerated, and on chattel mortgages, such as that of the proprietor of the Arlington Hotel.—A. I do not know that I can state that. The matter was discussed by the finance committee and by the board of trustees, when those loans were made, and they decided that they had the right to make them. The Arlington Hotel loan was made under the provision of the charter for an "available fund."

Q. Were all the loans made by Eaton, your predecessor, and afterward by you, submitted

to and sanctioned by the finance committee?—A. Nearly all of them were. The finance committee had a report of all the loans made by the bank. They were reported from time to time both by Mr. Meigs, the examiner, and by myself.

Q. There is a loan in June, 1874, to W. J. Purman, of \$3,025, on the security of \$10,000 seven per cent. Florida bonds. Can you tell us how it happened that that loan was made while the bank was in the last gasp?—A. There is a mistake in the date there. No loan was made at that date.

Q. It so appears in the record. State by what authority of law any such loan was made at the time.—A. That loan was made a year previous to that, at ninety days, and was renewed, as the securities were good. I had a letter from one of the bankers at Tallahassee, saying that he would give fifty cents on the dollar at any time for these bonds. They were worth more than that in the market. The market-price was sixty. The loan to Purman was paid shortly after it fell due.

Q. It does not appear in the commissioners' report to have been paid.—A. It has been paid, for I took the money for it myself and returned the securities.

Q. State when it was paid.—A. I think it was paid about the time it fell due, which was on the 24th December, 1874.

Q. During your administration, there appears a loan of \$21,000 to Juan Boyle, without security. State how that loan was effected and on what authority.—A. Mr. Boyle raised a good deal of money for us, as agent for the bank, and he had some loans there before which were consolidated into that \$21,000. It was not made without collateral when it was fixed up. But it was not collateral that came strictly under the charter. I supposed that the security was adequate. I had the estimate of Messrs. Fitch & Fox on some real estate that was given as collateral, and according to that estimate I had security for the debt and some little over.

Q. Why does that security not appear in the report of the commissioners, and of what character was the collateral?—A. It should appear in the report of the commissioners because it did appear on the books of the bank. I find it does appear in the commissioners' report, page 31. The loan was \$29,000, of which \$1,000 was paid and the securities comprise a real-estate note for \$10,000. Then there was a deed to myself as trustee on some other property, which deed I gave to the commissioners when they came in, and which should appear here. Then there were \$8,000 in bonds of the Selma, Marion and Memphis Railroad Company, which were worth about forty at the time the loan was made, according to the report of Henry Clews.

Q. Was any part of the real estate, on which Coyle attempted to secure that loan, afterwards sold?—A. It was all sold.

Q. When, under whose advertisement, who became the purchaser, and at what price?—A. The property on which the \$10,000 note was secured was sold under a prior mortgage of \$6,000, and was bought in by the party who held that mortgage. It was sold on their advertisement by their trustees. When the loan was made, the estimate of Fitch & Fox on the property stated that it was worth at least \$1.25 a foot, and that it could be sold for that at any time. But there was a mortgage on it of \$6,000 ahead of this security, and it was sold under that mortgage, and was bought in by the party. The estimate of Fitch & Fox made the value of the property something over \$16,000.

Q. That sale left the bank out in the cold altogether?—A. Yes; the parties bought it in for the amount of their debt.

Q. Who held that first mortgage?—A. The National Savings Bank.

Q. What about the other real estate; what did it consist of?—A. The other real estate was located at M street, between Twenty-third and Twenty-fourth streets. It was also sold under a former trust, and was bought in by myself. I gave the commissioners a deed of trust on it for \$20,000 before the sale, but it was sold under the previous trust.

Q. Then I understand you that the last-mentioned property was held by you as trustee of the bank?—A. Yes; the property was sold under a trust for the building-material. That prior deed of trust was for \$10,000, and Mr. Boyle agreed to finish the houses as additional security, but he got into trouble with his partner, Mr. Barnum, and failed to do it, and the property, as I say, was sold under the former trust, and I bought it.

Q. For yourself, or for the bank?—A. I bought it for myself. I gave the bank the two trusts, but the commissioners did not see fit to protect themselves in it, and I bought it.

Q. What did the property sell for at the sale?—A. About \$15,000.

Q. How much of that amount remained after paying off the first incumbrance?—A. It did not quite cover the first incumbrance, with the expense, interest, &c.

Q. Then the real-estate securities on which Juan Boyle was allowed to draw money from the Freedman's Bank were second encumbrance, which proved entirely worthless?—A. Yes.

Q. Who granted those loans?—A. As I said in the beginning, they were the fixing up of some old loans, and I took the best security I could get.

Q. What were those old loans, and where do they appear in the commissioners' reports?—A. They are not in those reports at all.

Q. Was not this amount of Boyle's indebtedness, in fact, the result of a charge for commissions made by him for negotiations of one sort or another, effected for the bank by him, and by your authority?—A. No, sir. Mr. Boyle pleads an offset for commissions to the \$4,000 note.

Q. Does Boyle claim any interest in the property which you bought?—A. No, sir.

Q. What relationship did you bear to the former actuary, D. L. Eaton?—A. He was my uncle.

Q. Did you ever employ Juan Boyle to go to Baltimore to sell any bonds of the company?—A. He was employed by the president of the company to go to Baltimore and make some loans on United States bonds, when the bank was in need of money and could not get any in Washington. I think the first time he went he was sent by Mr. Alvord. That was in October, 1873, I think, and it continued up to the spring of 1874. He was there several times for us.

Q. Are you sure that John W. Alvord was at that time president of the bank?—A. Yes, I am; he was president of the bank up to the March meeting of 1874.

Q. Was any mission of any sort intrusted to Boyle after the last-mentioned date; and, if so, by whom?—A. After the last-mentioned date there were some missions intrusted to him by myself to get some money.

Q. What amount of bonds was intrusted by you to him to negotiate the sale of after that date in March?—A. There were no bonds intrusted to him to sell after that date, to the best of my recollection.

Q. What kind of mission was he charged with in behalf of the bank?—A. In 1873 he made a loan from Mr. Lanahan of \$10,000, on \$20,000 eight per cent. bonds. The loan was made for ninety days, and was renewed for another ninety days. It became due on the first of May, and he said that if I would give him certain real-estate notes of his, he would pay the loan with them. I gave him the notes, and he paid the loan, and returned me the bonds.

Q. What real-estate notes were those that were delivered to Lanahan for the bonds of the bank?—A. The notes of Anne E. Boyle for \$8,000 and of Juan Boyle for \$2,500. The note of Lanahan for \$10,000 was due and he wanted his money, or wanted it fixed up another way, and we did not have the money to pay it.

Q. In other words, that was a conversion of the notes of Juan Boyle and Anne E. Boyle for money borrowed of Lanahan?—A. Yes.

Q. What were those notes originally given for?—A. They were given for money loaned to Anne E. Boyle and Juan Boyle.

Q. What then became of the debt for which they were pledged?—A. They were marked as paid on the books of the bank, and the amount borrowed from Lanahan was also marked as paid, just the same as though we had received the money for the two notes and had paid it over to Lanahan.

Q. Then the money obtained from Lanahan was paid by the notes that were due to the bank from Anne E. Boyle and Juan Boyle?—A. Yes.

Q. Thus making these notes do the office of cash in the transaction with Lanahan. Why did you employ Juan Boyle to effect that arrangement?—A. Mr. Boyle made the original loan from Mr. Lanahan, and I was pressing Boyle to pay his notes, as there was considerable interest due on them at the time, especially on his mother's note.

Q. Was any commission allowed to anybody on that negotiation?—A. No, sir.

Q. There is a loan, with no specific date to it, of \$3,000, to J. V. W. Vandenberg, without collateral. Do you know when and how that loan was effected?—A. I do not know of any such loan.

Q. Do you know of any loan at any time made to Vandenberg, on the personal assurance of Alexander R. Shepherd that it would be paid in a day or two?—A. That loan was not made to Vandenberg. I recollect the transaction you refer to. It occurred in November, 1873. I was away at the time (simply for the Saturday.) Governor Shepherd and Colonel Magruder came to Mr. Alvord and got the loan of \$50,000 on a \$30,000 check on the First National Bank, drawn by J. A. Magruder, treasurer, and on a \$20,000 certificate of the board of public works, to be paid out of the first moneys that the board received when the appropriation was made by Congress. I found out from Mr. Tuttle, the Assistant Treasurer, as soon as the check was made for the amount of the appropriation, and the next morning, before the bank was opened, I went to the First National Bank and deposited this \$30,000 check, and got it placed to my credit by Mr. Swayne, the cashier of the First National Bank. The \$20,000 certificate ran along without being paid until February or March, 1874. One day, as I was in the Metropolitan National Bank, Mr. Moses Kelly said that the board of public works wanted a loan of \$35,000, and would give a six per cent. bond on the District of Columbia for it. Mr. Kelly was one of the finance committee at the time, and he advised that the loan be made, saying that it was a good loan, and the bonds were good. The market-price was then 85, and the bonds could be sold in any amount for that. I told him I was not willing to make that loan unless the \$20,000 certificate was included in it, and bonds deposited enough to cover the \$55,000. That was agreed to, and I made the loan of \$35,000, and took \$65,000 in bonds to cover that loan and the \$20,000 certificate, which made the amount \$85,000. That ran along some time, something less than a month, when the whole amount was paid. Mr. Vandenberg had nothing whatever to do with it, unless perhaps he got the money from the board of public works. The loan of \$50,000 was made to Governor Shepherd by Mr. Alvord.

By Mr. STENGER :

Q. What was the certificate worth at that time?—A. None of the certificates or obligations of the board of public works were ever worth less than eighty-five or ninety up to that date. None of them brought less than eighty or eighty-five until after the panic. That certificate was put into this new loan. I do not know where the idea of that \$30,000 loan to Vandenberg came from. There never was any such loan as that.

Q. You know nothing about that loan of \$30,000 to Vandenberg?—A. I know nothing at all about any such loan as that at any one time.

Q. Did you never say to C. B. Purvis, or to any other person, that you had done one wrong thing, and that was allowing that money to be paid to Vandenberg on the personal pledge of Shepherd?—A. No, sir; I have no recollection of that. I know where Dr. Purvis got that idea. In November, 1872, Vandenberg came to me and wanted some more money—five or six thousand dollars—to pay his men. I told him that he was so much indebted to the bank that I did not feel like letting him have any more money on the securities of the board of public works, as other people seemed to get their money and we could not. He said it was for Mr. Shepherd. I went to Mr. Shepherd, and he said, "If you allow Vandenberg to have that amount of money now, you shall have all that is due you paid up when we get the first appropriation; but if you let him have any more, it will be your own lookout." I let him have about five thousand dollars on that occasion, and when the appropriation was made I got \$22,000 of him instead of some hundred and odd thousand, as was promised; but as to any sum of \$30,000, I know nothing about it.

Q. Did Mr. Shepherd agree that he would pay that money himself?—A. No; he agreed that it should be paid out of the first appropriation that the board got from Congress.

Q. And you got \$22,000 instead of \$100,000?—A. Yes. There was due the bank from Vandenberg and the paving-company some one hundred thousand dollars, and we got about twenty-two thousand dollars.

Q. You mean to say that when that loan of \$5,000 was made, Mr. Shepherd said that you should have the whole amount that had been loaned by the bank, which, at that time, was over \$100,000?—A. Yes, sir.

Q. When did you become actuary of the Freedman's Bank?—A. About the first of August, 1872.

Q. At the time you became actuary, did you not know that Vandenberg was debtor to the bank and in default?—A. No, sir; he was not in default at that time. There was a large margin up to the time of the panic, when the securities fell so low. Up to the first of September, 1873, none of the securities of the District were sold for less than 75, and there were plenty of them to cover the debts of Vandenberg at that rate.

Q. I find by reference to the commissioners' report, on page 95, that at the date of that report (December 14, 1874) there were then loans outstanding and due from J. V. W. Vandenberg amounting to \$144,164.33, after crediting the whole indebtedness of Vandenberg with the sum of \$35,903.75; and the loans on which that indebtedness rest began on December 1, 1872, after you were actuary, and ran on through almost every month in the year 1873. How did it happen that J. V. W. Vandenberg could obtain from the bank, under your administration as actuary, such credit on such securities as he gave?—A. The \$30,216 and the \$35,000 loans, nearly all of them, were made before I was actuary. I consolidated all the loans into those two loans with securities. The other loans were made because I supposed I had as good security as I had for anything, and, up to the last date, I think the securities were as good as any.

Q. This indebtedness of \$80,216.82 is of December 1, 1872, and is to J. V. W. Vandenberg as treasurer of the Abbott Paving Company?—A. Yes, sir.

Q. Was the Abbott Paving Company only another name for the Metropolis Paving Company?—A. It had nothing to do with the Metropolis Paving Company, so far as I know. The Abbott Paving Company was made up of Vandenberg, Harry S. Cranford, J. P. Cranford, of New York, and Mr. Abbott, who was the patentee of the pavement, and some other gentlemen who did not belong to Washington, and whose names I do not recollect.

Q. Had that company any location or business office in the city of Washington?—A. It had.

Q. Was it chartered here?—A. I think it was not an incorporated company. It was simply a private business company.

Q. Do you know what the stock of a private unincorporated association of individuals, for the purpose of taking pavement contracts or any other purpose, was worth in the market?—A. I do not. The loans were not made on any stock of the company. They were made on the securities of the board of public works.

Q. Those securities were merely certificates issued by the board of public works in advance of appropriations by Congress?—A. They were partly certificates and partly the 8 per cent. bonds issued by the board of public works.

Adjourned.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, March 11, 1876.

The committee met at 10 o'clock a. m. Present, Messrs. Douglas, Riddle, Farwell, Stenger, and Hooker.

LE ROY TUTTLE sworn and examined.

By the CHAIRMAN :

Question. Were you a member of the finance committee of the Freedman's Savings and Trust Company?—Answer. I was.

Q. In the report of the commissioners of that company there appear loans in large amounts to various persons without security, such as loans to J. V. W. Vandenburgh, Robert I. Fleming, and others; explain how those transactions came to be entered into.—A. I was never aware that there a single loan made without security, or pretended security at least, and security which I supposed was ample. If any such were made, it was done by misrepresentation entirely. I never handled a cent of the money of the bank, and never received a cent, and had no interest whatever in it pecuniarily. My recollection on that point is distinct, positively clear. I do not recollect to have met Vandenburgh but once in my life, and I should not know him if I saw him to-day.

By Mr. FARWELL :

Q. Did you always attend the meetings of the finance committee?—A. Not always.

Q. Was there a quorum without you?—A. Yes; the finance committee consisted of five, but three constituted a quorum. They put me on that committee for a convenience, as they said, I telling them at the same time that I had not time to assume any responsibility, as I was assistant treasurer of the United States under General Spinner.

By the CHAIRMAN :

Q. These loans, brought together here on page 95 of this report, commence in December, 1872, and run down to and include September, 1873; were you an active member of the finance committee during the years 1872 and 1873?—A. Yes; I am pretty sure I was. I resigned over two years ago.

Q. The whole amount of loans charged to J. V. W. Vandenburgh in these two years aggregates \$180,068.58. Do you mean to say that during no part of that time any of the loans to Vandenburgh were brought to your notice as a member of the finance committee?—A. No, sir; I may have been with the finance committee when some of those loans passed, but I do not recollect one single thing about them.

By Mr. FARWELL :

Q. You said that if you passed upon those loans it was through misrepresentation; who made these misrepresentations to you?—A. The president and actuary of the bank, first, and then the other members of the finance committee, who generally met promptly. I occasionally met with them. Many times they voted in my absence. I said to them, "You can do as you please, for I cannot be with you. I have too much to do."

By the CHAIRMAN :

Q. When you did attend the meetings of the finance committee, what members were present and attending to the duties of that committee?—A. When I went in, the chairman of the finance committee was H. D. Cooke, and Huntington and Clephane were members. I do not recollect who the other member was. Then there were some changes made. I was kept in, as they said, for convenience sake, because they could run in at my desk in the Treasury and get me to approve of things. They always said they knew where to find me.

Q. Do you mean to be understood, by the last portion of your answer, that when they would come to your desk to approve of things, (to use your language,) you took what they said on trust?—A. Yes; in this way: I said that I wanted two names at least to precede mine, and that I wanted the actuary's name so as to see that it was all right. I had confidence in the actuary, Eaton. I thought he was an honest man.

Q. Were those representations on which you placed so much reliance made to you by the actuary, D. L. Eaton, by H. D. Cooke and William S. Huntington, or either of them?—A. Yes, sir.

Q. Those are the parties on whose representations you generally relied?—A. Yes; during their service on the committee, and afterward I had to depend on somebody else. But I always told them that they must not depend on me, that I must depend on them, and that they must not deceive me.

Q. You have alluded to changes in the finance committee, and that they already developed the fact elsewhere that Henry D. Cooke ceased at some time to be a member of the finance committee; do you know at what time he did cease?—A. I do not.

Q. Have you at any time had your attention drawn to the character and description of the particular securities mentioned in what is called available-fund loans, as described in the report of the commissioners?—A. No, sir.

Q. Do you know anything of the value of the Metropolis Paving Company, the National Seal-Lock Company, the Columbia Railroad Company, the Building Block Company, the Morris Mining Company, the Maryland Freestone Mining and Manufacturing Company, and some others of the same character; if so, please state what substantial basis they were on, and what was the value of their capital stock respectively?—A. I know nothing about them.

Q. When you attended the meetings of the board of trustees, was General O. O. Howard usually present, taking part in the business proceedings of the board?—A. I met him several times, but I know he was not a constant attendant. I have met him only at the annual meetings.

Q. Did he seem to exert any influence?—A. He seemed to have influence.

Q. On page 104 of, the report of the commissioners dated December 15, 1874, there is this item: "O. O. Howard vice-president, H. D. Cooke, treasurer. April 18, 1871, lots 3, 4, and part lot 5, square 407, improved." Do you know what that loan was for, and what was the nature and value of the security for it?—A. No, sir; I do not.

Q. On page 93 of the same report, I find this item: "Hallet Kilbourn and John O. Evans, January 2, 1872, on \$75,000 second-mortgage bonds Maryland Mining and Manufacturing Company." Do you know anything of that?—A. I am sorry to say that I do not recollect distinctly about the transaction at all. I do not recollect anything about it, although it may have been done at my desk in the hurry of business, during the absence of Mr. Spinner in 1871.

The CHAIRMAN. This was in 1872.

The WITNESS. I think there were several transactions all leading to this one.

Q. On page 56 and 57 there appears a paper which is designated as an agreement between Hallet Kilbourn and John O. Evans, and the finance committee of the Freedman's Savings and Trust Company, signed D. L. Eaton, actuary; approved, L. Clephane, William S. Huntington, L. R. Tuttle, finance committee; which agreement refers to the loan and arrangement entered into between the parties in relation thereto, to which reference has already been made. Be good enough to look at this paper and explain it, if you can.—A. I cannot explain it; I can only state the fact that Mr. Huntington and Mr. Eaton and Governor Cooke said that everything in relation to the Seneca Stone Company was all right; they always said that in plain terms. They used to say that while Governor Cooke was the financial agent of the United States, the president of the First National Bank, (of which Huntington was cashier,) the president of the board of public works, the governor of the District of Columbia, and all these things. They said that everything pertaining to the Seneca Stone Company was all right, and therefore I was not particular to inquire into anything about it.

Q. Did you ever hear any of those parties, Huntington, Cooke, Clephane, Eaton, Kilbourn, or Evans, say, at any time, whether or not that transaction was intended to cover up and extinguish loans previously made directly to the Seneca Stone Company? If not, for what purpose did Hallet Kilbourn and John O. Evans execute their note for \$50,000, with the private understanding with the actuary and the finance committee that the note was afterward to be surrendered to them, and that all of the collaterals deposited with it were to be returned except the \$75,000 of second-mortgage bonds of the Seneca Stone Company?—A. I must confess to you that I do not know. I never talked with Kilbourn or Evans on the matter. When they told me of the transaction, I told them there was a mystery about it which I could not explain, and I never have been able to explain it. It is needless for me to attempt it.

Q. If I understand you correctly, you were rather a nominal member of the finance committee than otherwise?—A. Yes, sir.

Q. And you became so through a spirit of accommodation, and did not, generally, attend the meetings in person?—A. I did not.

Q. But you usually ratified whatever was done on the representation of any two members of the finance committee?—A. Yes, sir. I was willing to ratify what they represented to me as correct. You may say that I was, nominally, one of the members.

Q. It appears, from the report of the commissioners embodying the letter of G. W. Stickney, actuary, to J. M. Langston, bearing date November 6, 1873, that, prior to that time, there had been several loans to the Seneca Stone Company, among them one of \$18,000, on twenty first-mortgage bonds, aggregating \$51,783.73. Can you inform us how those first-mortgage bonds of the Seneca Stone Company have disappeared entirely from among the assets of the bank, and whether, if the \$50,000 note of Kilbourn and Evans was intended to represent or absorb the indebtedness of the Seneca Stone Company to the bank, the balance of \$1,783.73 has ever been accounted for?—A. I do not recollect about that transaction. I was not a member of the finance committee in 1873. When they told me about it I said, "Hold on to the note and let us find it out." But it seems that the note was surrendered. The majority of the board was in favor of surrendering it. I knew nothing of the transaction, and was surprised when I was first informed of it.

Q. Was Henry D. Cooke a member of the finance committee at the date of that transaction?—A. He was not a member in 1873, if that is the date of it, but I am sure that the transaction was in 1871, and at that time Henry D. Cooke was a member of the finance committee.

Q. You do not know what became of the twenty first-mortgage bonds of the Seneca Stone Company?—A. No, sir; I never saw one of them.

Q. Nor of the balance of the indebtedness of the Seneca Stone Company over and above the \$50,000?—A. No, sir; I know nothing about it.

Q. Nor why that arrangement was entered into?—A. No, sir; not a thing. I am sorry to plead ignorance, but I cannot tell you. I will repeat that I never have derived one cent from the bank. I never even got a loan for a friend of mine from motives of friendship. Neither directly nor indirectly have I ever had one cent from the bank.

Q. The report of the commissioners shows large loans at various times to the Seneca Stone Company, the Young Men's Christian Association, (or the building association of the Young Men's Christian Association,) the First Congregational Church, (or on its securities,) the Building-Block Company, the Metropolis Paving Company, the National Seal-Lock Company, the Morris Mining Company, &c. Charge your memory to the best of your ability, and state whether you know the fact from the statement of the parties themselves or otherwise, that any member of the board of trustees or of the finance committee, or any officer or agent connected with the Freedman's Bank, was a corporator or owner of the stock of any of those companies?—A. Governor Cooke stated that he was a large owner in the Seneca Stone Company. That was the only case I know of.

Q. There appear loans to various individuals in large amounts; as for instance, to J. V. W. Vandenburg, Juan Boyle & Co., C. W. Havenner & Co., Robert I. Fleming, Hallett Kilbourn, the National Junction Railroad Company, &c. State whether you know that there was any partnership or business connection between these parties, or any of them, and any trustee, officer, or agent of the Freedman's Bank.—A. I cannot tell you. Mr. Fleming was the architect of the bank-building. While I may have voted on some of these loans, I do not recollect now, but I know of no partnership.

Q. Was it not according to the legal requirements and theory of the operations of the bank that all these loans and investments were to pass the scrutiny and approval of the finance committee before they were allowed?—A. Yes, sir; and then they were afterward passed upon by the board of trustees.

By Mr. STENGER:

Q. Let me read you a sentence from the testimony of Mr. Purvis, (reading that part of Purvis's testimony where he describes the manner in which Mr. Tuttle is supposed to have signed the agreement before referred to.)—A. I do not know that Cooke came in himself on that occasion, but Mr. Cooke had always told me that anything in regard to the Seneca Stone Company I need not be afraid of, for it was all right.

Q. Do you mean to say that you have no recollection of having signed a paper on which this exchange of bonds was authorized?—A. I have no recollection of it. I always said that two names must precede mine on any paper that I signed, and that I must not be asked to look over the papers, as I had not time. That is the way it was done. I did not intend to enter into the business at all, and told them I could not do it, but they said that if I would let my name go, that is all they would ask, and I supposed that they would do right. I am not certain that it was Mr. Cooke who presented the paper to me to sign, or whether it was Huntington with the approval of Eaton. Both may have come together, and I think they did. Mr. Cooke represented himself to me as one of the large owners in the Seneca Stone Company, and stated that General Grant and others of the principal men of the nation were owners of the stock; and I assumed that it was all right.

Q. Have you any knowledge of any offer having been made by one of the present commissioners to purchase any of the accounts or books of the depositors of the Freedman's Bank?—A. No, sir; I have not any knowledge at all. At one time, before I left the office of the assistant treasurership, a colored man came into my room with a letter of recommendation from one of the old trustees, Mr. C. Richards. I think he wanted a position in the Treasury. I said I could not give him any. He said, "I am one of the unfortunate depositors in the Freedman's Bank." I said, "I am sorry for that." He said, "It looks pretty gloomy. I am poor and they say that the bank will not pay more than 20 per cent." I said, "Who says so?" And he mentioned the name of one of the commissioners.

Q. Whose name did he mention?—A. Mr. Leipold's. I said, "That is a mistake. The bank will pay more than that." "Why," said he, "I am not offered even 20." I said, "You are not going to sell for 20? There is about 20 per cent. deposited right in the other room to the credit of the bank. If the bank-building is sold, it will pay nearly another 20 per cent., which is 40 per cent. In my opinion, you will get 60 or 70 per cent., and they tell me you will get 80, and you must not sell for 20." I said, "Who offers you that?" He said, "Mr. Leipold. He does not really offer it, but he says that if it had not been for him and the Secretary of the Treasury we would not get anything; that if the trustees had continued, the depositors would not have got a cent." I said "That strikes me pretty hard. Do you think that one of those commissioners would purchase the books of the depositors?" "Yes," said he, "he wants to buy my book." Said I, "I should not want to advise you to sell it, but I should like to know whether one of the commissioners proposes to buy depositors' books in that way; that may account for the legislation that is going on to reduce the number of three commissioners to two." Said I to him, "Come in to-

morrow," and he came in the next day and said that Mr. Leipold would not pay this 20 per cent. until after a little legislation, and that he was to see him again. I asked him what other books of depositors Mr. Leipold had ever offered to buy, and he gave me his own name, Sanders Howell, and the name of Mrs. Rollins. I said to him, "Will you bring them before us at any time we want to see them?" He said, "I will bring them at any time, and will swear to it." That is a year ago. Sanders Howell is a colored man, a preacher. I see him every day.

Q. Did he say to you that Mr. Leipold would not give 20 per cent. for the books of depositors?—A. He said that Leipold said he did not think they were worth 20 per cent., but that he would see him after a little legislation. This was near the close of the last session of Congress.

Q. Did he give you to understand that Leipold wanted to buy at less than 20 per cent.?—A. He gave me to understand that Leipold said he thought they were not worth 20 per cent., but that he might pay 20 per cent. after a little legislation. Then I was led to inquire what the legislation was, and for the first time I came into this building and begged persons not to pass the bill reducing the number of commissioners.

By Mr. HOOKER:

Q. Do I understand you to say that Mr. Leipold, one of the commissioners, made a proposition to buy that colored man's book at some price or other, and said that he would tell him what he would give for it when this legislation took place?—A. That is what Mr. Howell told me.

SELECT COMMITTEE ON FREEDMAN'S BANK,

Washington, March 14, 1876.

The committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Stenger, Riddle, and Farwell.

GEORGE W. STICKNEY recalled.

Question. At the time you became actuary of the Freedman's Bank was it not required that you should give a bond as such actuary?—Answer. No, sir; not particularly. It was voted that I should give a bond, but I did not give it, and the trustees were aware of that fact. My reason for not giving it was that one of the parties who had agreed to go on the bond for me was a borrower from the bank, and I did not want to have him on my bond until his indebtedness was settled. I thought he would fix it up, but he did not.

Q. Why did not you go outside and get others in his place?—A. They did not require me to do it, and so the matter ran along.

Q. It never occurred to you to have a proper bond executed and to tender the same?—A. No, sir; I thought that if it was necessary they would ask me for it.

Q. You knew, however, that the law required it of you?—A. Yes.

Q. Was the matter discussed more than once in your presence?—A. No, sir; only once, and that was before the finance committee in 1874.

Q. Were all the officers of the bank cognizant of the fact that you were acting without a bond?—A. I think they were. The only time the matter was discussed was in April, 1874. Mr. Douglass was president then, and the question was discussed both in reference to him and to myself.

Q. Don't you think you would have been more prudent in the administration of the affairs of that office if you had been acting on a solvent, reliable bond?—A. No, sir. I tried to do the best I could, as I saw it, for the interest of the bank.

Q. Were you ever engaged in any business, other than actuary of the Freedman's Bank, during the time you held that position?—A. No, sir.

Q. Were you ever engaged in any business disconnected from the affairs of the bank during the time that Mr. D. L. Eaton was actuary?—A. No, sir; I was not.

Q. Did you ever hear of a firm styled D. L. Eaton & Co.?—A. Yes; I was interested in that firm, but I did not do any business in connection with it.

Q. Of whom was that firm composed, and what business did it transact?—A. The firm of D. L. Eaton & Co. was started in 1867. It was composed of D. L. Eaton, J. W. Alvord, Charles H. Howard, E. Whittlesey, Henry R. Searle, John Kimball, and Dwight Bliss.

Q. Were you a member of that firm?—A. I was. I was interested in one-fourth of Colonel Eaton's stock. I owned one-fourth of the stock held by D. L. Eaton.

Q. Was it a body-corporate?—A. No, sir; it was simply an association.

Q. But you did not consider yourself liable, however, for the debts of the concern, did you?—A. If Colonel Eaton, who owned one-sixth of the stock, had to pay any debts of the concern, I should have been liable for one twenty-fourth part of them.

Q. And, of course, you would have been interested in the profits that might arise from the business?—A. Yes, to that extent.

Q. What business did that company engage in?—A. Making building-block, the same material as the Howard University is built of.

Q. Sun burned brick?—A. No, sir; blocks made of lime and sand.

Q. Did that concern borrow any money, directly or indirectly, from the Freedman's Bank?—A. I have no recollection of its having ever made any loan from the bank.

Q. Do you know of anybody borrowing any money from the Freedman's Bank for the benefit of the firm of D. L. Eaton & Co.?—A. I have no recollection of it. There was an overdraft of the company on the books of the Freedman's Bank, amounting to eighty or ninety dollars. I kept the books for the company at that time, and I tried faithfully to find out where the difference was between the two accounts, but I could not succeed. This was the only indebtedness of the company that I ever knew of to the Freedman's Bank.

Q. Was Mr. Eaton actuary of the Freedman's Bank during the continuance of the existence of that firm?—A. He was.

Q. Whose duty was it to prosecute defaulting officers of the bank, cashiers, &c.?—A. It was the duty of the executive officers, the president and the actuary, under the direction of the trustees. It was the duty of the trustees to order the prosecution.

Q. Was it ever done?—A. It was never done except in one case, the case of Corey, at Atlanta.

Q. What became of the prosecution in that case?—A. Mr. Corey was convicted, but whether he was ever sentenced or not I do not know. He moved for a new trial, and he was out on bail when the bank suspended.

Q. Was it usual for you to grant loans without the concurrence and direction of the finance committee?—A. I did, sometimes.

Q. What loans did you negotiate without the concurrence and direction of the finance committee?—A. No new loans which I negotiated—loans that were entirely new. I had the fixing up of old loans, and I tried to get the best security I could for them. I did considerable of that without directions.

Q. How many loans did you negotiate in the first instance?—A. I cannot tell that now.

Q. What is your best recollection as to the aggregate amount of the unpaid loans of that sort which you negotiated?—A. I suppose about forty or fifty thousand dollars.

Q. Would that cover all the indebtedness of persons to the bank to whom you loaned money without the directions of the finance committee?—A. I cannot say that without seeing the loans. I do not recollect them, and I cannot tell what has been paid and what not.

Q. You stated the other day that you knew nothing of those Vandenberg loans?—A. No, sir; I did not say so.

Q. How did it happen that such heavy loans were made to Vandenberg?—A. We had the money there, and we made the loans to him on what we supposed to be good security. Those loans were made with the knowledge of the trustees. They asked me from time to time the amount of Mr. Vandenberg's loans, and I told them, and they asked me the amount of his securities, and I told them. They asked me that from time to time.

Q. How much of these loans to Vandenberg remain uncollected?—A. I do not know.

Q. At the time that your connection with the bank ceased, how much remained uncollected?—A. I think about \$150,000, with security enough, at the market-rates, to pay the original loans, leaving off interest. The reason why the security was so much reduced was, that during the panic, I sold considerable of the securities of Vandenberg a great deal lower than they are now. They were sold at 70, and are now worth from 85 to 90.

Q. Do you recollect anything of a loan for the benefit of the Young Men's Christian Association—a loan of \$33,000?—A. Yes.

A. Give us some account of that.—A. That loan was passed by the finance committee. It was made by D. L. Eaton, actuary, on a supposed first mortgage. During the latter part of 1873, when the panic came, and when the bank wanted money, I was negotiating a loan through a broker, and got W. H. Ward to examine the title that we had in this mortgage on the Young Men's Christian Association property. He examined the title and reported against it, saying that the joint-stock company had no right to mortgage the property. Of course, I was not able to negotiate the loan. There are two associations connected with the Young Men's Christian Association. The loan was made to the joint-stock company, and Mr. Ward reported that that company had no right to deed the property except to the Young Men's Christian Association proper, when that association could pay for it. The Young Men's Christian Association owns about \$15,000 worth of stock out of \$200,000 worth issued for the building. The rest of it is held by different parties.

Q. Was that money borrowed by Cooke and Howard for that association, or was the loan negotiated directly with the Young Men's Christian Association?—A. It was negotiated by A. S. Pratt for the joint-stock company of the Young Men's Christian Association. All the negotiations were made by him.

Q. Who actually got the benefit of that loan?—A. The joint-stock company. There were some loans at the time that were negotiated on the stock of the company, but they were taken up entirely.

Q. Was there any mortgage or deed of trust executed to secure this loan?—A. Yes.

Q. On what property?—A. On the property of the Young Men's Christian Association, corner of Ninth and D streets. At the time the loan was made it was supposed to be good, and it would have been good if the title had been good.

Q. Whose fault was it that that mistake was made?—A. I do not know. I did not have anything to do with it.

Q. Were you not actuary at the time?—A. No, sir; Mr. Eaton was actuary. I think the mistake was made by the party that made the abstract of title. I do not know who that was.

Q. Were those who borrowed the money aware of their incapacity to convey the title?—A. No, sir.

Q. Who constituted this joint-stock company?—A. I do not know.

Q. Who were the directors in-chief of it? Were any of them officers of the Freedman's Bank?—A. Henry D. Cooke was a member of the company; I think he was treasurer at the time.

Q. He was one of the borrowers of the money?—A. Yes.

Q. And was also one of the lenders of the money?—A. He was a member of the finance committee of the Freedman's Bank at the time.

Q. That loan was negotiated after the finance committee had approved it?—A. Yes.

Q. And he was also a member of the association which received the money?—A. Yes.

Q. He was treasurer of that association?—A. I think so.

Q. Have you any distinct recollection whether he had a personal knowledge of the fact that that loan was going to be negotiated?—A. I think he did have.

By the CHAIRMAN:

Q. Was not General O. O. Howard also a member of that joint-stock association?—A. He was.

Q. And an honorary member of the board of trustees of the Freedman's Bank?—A. I think he was not an honorary member till after that date.

Q. When was that loan negotiated?—A. I think it was made in April, 1871.

Q. There are a number of loans reported by the commissioners, generally in small sums, to parties on the security of holdings, of some sort, on the Barry farm; do you know for what purpose and by what agency these loans were granted?—A. The loans were granted to enable parties who had bought property there to pay for it.

Q. Do you mean to say that those parties who held lots on the Barry farm, and borrowed money on those lots, obtained it for the purpose of paying the purchase-money of the same to the holders of the Barry farm?—A. Yes.

Q. Do you know who the holders were?—A. The holders of the Barry farm were the trustees to whom the farm was deeded. The money went to certain educational institutions, as I understood.

Q. Who were the parties who held this farm and sold out these lots?—A. S. C. Pomeroy and O. O. Howard were the trustees, I think.

Q. Was not J. W. Alvord one of the trustees?—A. No, sir.

Q. Do you know whether the trustees of the Barry farm obtained any money from the bank for the purpose of paying for the same?—A. They did not.

Q. During the administration of Mr. Eaton as actuary, and afterward during your own administration as actuary, was it customary to make investments or loans of the funds of the Freedman's Bank without previous direction or assent of the board of trustees?—A. Yes. A good many loans were made, both during Mr. Eaton's administration and my own, but most of them, and I think all of them, were reported to the board of trustees afterward, and approved by the board.

Q. Was it ever the case that these loans, or any of them, were not reported to the board of trustees, or, if reported, not approved by them?—A. There may have been a few loans that were not reported. I cannot recollect now what loans they were. I have no recollection of but one or two that were not approved.

Q. State, to the best of your recollection, what loans were not reported at all and what loans were disapproved, and what action was afterward taken in relation thereto.—A. I cannot recollect now what loans were not reported, because it was always my intention to report them all, and if they were not all reported it was because I skipped some of them. There were some small loans of one hundred dollars or so, on personal security, amounting in the whole to about eight or ten thousand dollars, which used to run along without being reported at all. The trustees all knew that they were there without being reported.

Q. Did not J. W. Alvord, as president of the Freedman's Bank, and *ex-officio* chairman of its several committees, repeatedly protest against loans on such securities as the Seneca Stone stock, the Metropolitan Paving Company stock, the National Seal-Lock Company's stock, the Columbia Railroad stock, and other collaterals of that character?—A. I believe he protested against those loans that were made after they were made, but I do not know that he was the first one who did so.

Q. Did he not go to Mr. Eaton and to yourself and tell you that these loans must be stopped?—A. He never came to me. I do not know whether he did to Mr. Eaton.

Q. Did you make any loans on security of that description?—A. No, sir.

Q. Those loans that were reported as having been made on that class of securities were made before you became actuary?—A. Yes, sir.

Q. Why did J. W. Alvord protest against those loans after they were made, if they had been made with the approval and sanction of the board, of which he was the official head?—A. I think that most of those loans were made outside of the finance committee. I do not think that they were made at regular meetings of the committee.

Q. Describe the operation by which it was done.—A. I don't know the *modus operandi*, because I was not inside.

Q. Were you assistant actuary?—A. All these matters were brought to me, and I simply had to enter them up.

By Mr. BRADFORD:

Q. State fully and circumstantially the manner in which they were negotiated.—A. The Seal-Lock Company's loan, I think, was negotiated and approved by Mr. Huntington alone, who was one of the finance committee. When we had a meeting of the full finance committee these loans would be reported and approved. After that they were reported to the board of trustees. I think that the record shows that all these loans were reported by the finance committee, after they were made, to the board of trustees and approved by the board of trustees, and I do not think that a protest was entered at the time against any one of them.

Q. Can you account for the loose and careless manner in which the books of the bank were kept, and the reckless manner in which the assets of the bank were frittered away?—A. In regard to the way that the books of the bank were kept, the reason was that we never had help enough to get the books up and to keep them up. While I was actuary I never could get the help that I really wanted.

Q. What was the reason?—A. Somebody would protest that we were paying men who could not do it, or else they wanted some friend to have the place.

Q. Who would make such a protest?—A. It was made in the board of trustees several times.

Q. Can you recollect an individual person who made that protest?—A. Mr. Langston, for one, at the last annual meeting. He was for cutting down the salary of the book-keeper.

Q. Prior to that time who made any such protest?—A. It came through the agency committee and the finance committee. They thought that the men we had could do the business.

Q. Then you account for the loose and careless keeping of those books (if it was not criminal keeping of them) by the want of clerical force?—A. By the want of clerical force; but while the books of the principal office were not kept quite as they should be, we never lost anything by it, and, so far as I could find out, there is no mistake or error in them. In the Washington branch there is a discrepancy of from thirty-five thousand to fifty thousand dollars of difference between the amount shown to be due to depositors on the ledger, and the amount shown on the journal. This discrepancy I never could find out. I employed Mr. Wiggatt, afterward cashier of the Citizens' Bank, and book-keeper of the First National Bank, for three or four months, and he went over the books and could not find out the discrepancy.

Q. Who is chiefly responsible for the loans of money on securities contrary to the terms of the charter?—A. I think the board of trustees and the finance committee are as much responsible as any one.

Q. Do you know any individual member of the board of trustees, or of the finance committee, who was more responsible for them than any other?—A. I think that the first finance committee we had made the Seneca Stone loan. Those loans on miscellaneous securities, and all this matter in regard to the Seneca Stone loan, were before the board and discussed, and there was a long report from Mr. Cooke as to the value of the Seneca Stone property. The board of trustees acceded to the loans in the first instance.

By the CHAIRMAN:

Q. The third section of the charter of the Freedman's Bank prescribes that the affirmative vote of at least seven members of the board shall be required in making any order for or authorizing the investment of any moneys, or the sale or transfer of any stocks or securities belonging to the corporation, or the appointment of any officer receiving any salary therefrom. Do you not know that investments of the funds of the company, and sales and transfers of securities held by it, were habitually made without such order, and without the sanction required by law?—A. I think that almost all the loans were made in the first instance without that sanction, because they were made by the finance committee, which consisted of only five members.

Q. Was it not an habitual practice to invest the funds of the company, and to sell and transfer these securities, without the sanction of such an order as was required by the charter?—A. Yes, it was.

Q. By whom were those investments and transfers made, thus without authority?—A. They were made by the officers of the company, and by the finance committee.

Q. Do you mean by the "officers of the company," D. L. Eaton and yourself?—A. I mean Mr. Eaton, myself, and the president, Mr. Alvord.

Q. Did you ever sell or dispose of any of the securities of the Freedman's Bank after you became actuary? If so, state when, under what circumstances, and by whose authority?—A. I sold \$60,000 of the 10 per cent. special-improvement certificates in New York, which was afterward reported to the board of trustees and approved by them. I sold these because the bank was in need of the money at the time to pay demands of depositors. I sold at different times notes secured by deeds of trust to different parties. Some of the parties were trustees of the Freedman's Bank at the time I made the sale.

Q. Name them, and state what the securities were.—A. I cannot recollect what securities they were, because there was a good deal done in that way. That was almost the only way that we could collect money out of real-estate securities in the latter end of 1873 and the beginning of 1874.

Q. You say that some trustees of the bank became parties to the purchase of securities held by the bank?—A. Yes.

Q. Name such trustees.—A. I sold three or four notes to Thomas L. Tullock. And I sold some \$20,000 of notes to Dr. C. B. Purvis for his father. He paid in full, principal and interest, the amount due on the notes.

Q. Do you recollect any other parties who bought such securities?—A. No, sir. When I would write to parties, whose notes were due, to come and pay them, other parties would sometimes come and take the notes up for them, and I would transfer the notes to these parties who took them up.

By Mr. STENGER :

Q. Did you realize out of all the notes sold in this way the full amount of the loan with interest?—A. We did not.

Q. Were any of the notes purchased at a discount? If so, how much was the discount, and by whom were the notes purchased?—A. There was a note bought by Mr. Tullock, and I discounted a part of the interest that had accrued on it.

Q. Can you tell what securities they were that Tullock bought?—A. He bought a note of James T. Pike given on property on Eleventh street, and a further note of Pike's secured on some property on New Jersey avenue south of the Capitol. The interest had been long overdue on these notes, and I discounted them because if I sold them just at the time of the panic the bank would not have realized the full amount of the notes, and as we wanted the money I thought it best to take off some discount. The other notes that I sold I made about the usual discount on, which is $2\frac{1}{2}$ per cent. commission on the face of the note. That is the general commission for discounting notes. None of these notes were ever discounted unless when it was necessary for the bank to have money.

By the CHAIRMAN :

Q. You sold the notes at $2\frac{1}{2}$ per cent. discount?—A. Yes; I got $97\frac{1}{2}$ per cent. for them.

By Mr. STENGER :

Q. Through what period of time did that course of business run?—A. From about the 1st of November, 1873, till about the time that the bank suspended. While there was no vote on the matter, the trustees individually told me to do the best I could in regard to raising money for the bank and that they would stand by me.

Q. You mean to say that they gave you unlimited authority in the matter?—A. While there was not any vote of the board on the subject, that is what the members individually told me. I would consult with some of them individually, in regard to what was best to do, when we could not get a meeting of the full board.

Q. What, from your recollection, was the amount of notes that was so sold?—A. I suppose about one hundred and fifty to two hundred thousand dollars. I sold to Mr. Corcoran about \$50,000, but he charged no discount, except that I had to pay his lawyer for making a new abstract of title.

Q. Were any of those notes sold to the First National Bank?—A. No, sir; we had no need of selling notes till after the First National Bank was past buying notes.

By the CHAIRMAN :

Q. Did you employ any agent to effect the sale of securities in New York?—A. No, sir; I took them there myself and sold them. The Government bonds that we had at the time of the panic, (about \$600,000,) were mostly sold through the American Exchange National Bank.

Q. Something was said a while ago about the insufficient clerical force of the Freedman's Bank as accounting for the condition in which the books were kept. It may be true that inadequacy of clerical force would prevent the books being got up in time, but is that any explanation of the fact that such books as were kept, were in such inextricable confusion as to "darken counsel" rather than explain the transactions of the bank—as appears to be the fact from the report of our own experts?—A. I do not think that the books are in such a condition as that. If the experts were to ask me for information I think I could give them some information that would help them in the matter.

Q. Will the inadequacy of clerical force account for leaves being cut out of some of the books, and for other leaves being pasted together, and false balances being made?—A. I never knew that there were any leaves cut out or any leaves pasted together.

Q. We hear frequently on the street, and around the Capitol, of a real-estate pool existing in this city; can you tell us what that pool was, and who were the members?—A. I suppose you refer to the real-estate pool in which property was deeded to Kilbourn & Latta as trustees. My understanding is that certain property was bought in the northwest part of the city and deeded to Messrs. Kilbourn & Latta, and Olmstead, as trustees. Who the mem-

bers of the company were I do not know, and never did know, and had no means of knowing.

Q. Were any other parties, mentioned as connected with that pool, at any time intrusted with confidential business of the Freedman's Bank or did they hold confidential relations with the bank?—A. When the charter of the bank was first awarded, authorizing it to make loans on real estate, Messrs. Kilbourn & Latta were appointed appraisers, or valuers, of property.

Q. Do you not know that a good many of the loans negotiated by Kilbourn & Latta, as brokers, and secured on property appraised by them as the business agents of the bank, were made for the purpose of improving and developing this property of the real-estate pool?—A. No loans that I know of were made for that purpose.

Q. Were there not loans obtained on real estate in that section of the city?—A. No, sir; there were some loans on notes bought by the bank which were given by Messrs. Kilbourn & Latta, I think, but they were taken from the parties to whom the notes had been given in part payment of the property. No loans that I know of were made directly with either of those gentlemen.

Q. In other words, the business men of the real-estate pool were Kilbourn & Latta, and they were also the business men in the Freedman's Bank?—A. I do not think that they made any estimates of property for the Freedman's Bank since the real-estate pool was started.

Q. Are you certain about that?—A. I am quite certain.

Q. When was the real-estate pool started?—A. The only way I know is by the date of the notes given for the property, and those notes were dated in June, 1872, I think.

By Mr. STENGER :

Q. Do you know whether the deed is dated at the same time?—A. I do not know, but I suppose the deed is of even date with the notes.

By the CHAIRMAN :

Q. What were those notes given for?—A. For the deferred payment of purchase-money. They paid so much in cash and gave their notes for the balance. These notes got into the bank from third parties—from the parties from whom they had bought the property.

Q. I understand you now to say that while you know of no loans that were made directly on the security of the property held by the real-estate pool, many of the notes that were given by the individual members of the pool found their way into the bank and were there cashed.—A. I cannot say "many," but about \$50,000 altogether, I think.

Q. Who negotiated those loans?—A. They were taken from the parties from whom the pool bought the property.

Q. What officer of the bank passed these notes?—A. They were all passed, I think, by the finance committee, and they have been all paid in full.

By Mr. BRADFORD :

Q. Was not Henry D. Cooke a member of the finance committee at that time?—A. I think not. I think he resigned on the 1st of January, 1872; either 1872 or 1873.

By the CHAIRMAN :

Q. Can you not tell us who the parties were who gave these notes, and who were the parties to whom they were given?—A. Notes for \$15,000 were given to W. W. Rapley, by one of the firm of Kilbourn & Latta. Some of the notes were made by Latta, some by Kilbourn, and some by Olmstead. Whom the other notes were given by I do not know.

Q. I understand from your evidence that Kilbourn & Latta and Olmstead were trustees of an association that was standing behind them. Do you know any of the members of that association?—A. I do not.

Q. Did you ever hear Kilbourn, Latta, or Olmstead say who were the members of the pool?—A. No, sir.

By Mr. BRADFORD :

Q. Do you know anything tending to show who was a member of that concern?—A. No, sir. I do not.

By the CHAIRMAN :

Q. Was the pool, so called, a mere private association or was it an incorporated body?—A. It was a private association, I supposed.

Q. Were there any other securities than those that you have mentioned held by the bank, which you sold or transferred, without any order or authority from the board of trustees?—A. I do not recollect any other.

Q. What became of the \$15,000 of United States securities owned by the Rost Home Colony and deposited as a special trust-fund in the Freedman's Bank?—A. When I was made actuary of the bank I found that the New Orleans branch of the bank was carrying on its books, as due to the Rost Home Colony, some \$15,000, and from correspondence afterward I found that it was held as any other deposit, and that the bank held the bonds the same as any other securities of the bank. At the time of the panic, (not knowing what might happen

to the bank.) I ordered the cashier at New Orleans to charge the amount up to our account, and he put it on his books as charged to the principal office, and I took the bonds out afterward and sold them, and took the best real-estate notes that I could find and put them in the place of the bonds. Those real-estate notes have since been paid, and the commissioners of the Freedman's Bank have the funds in their hands as cash. The bonds were registered bonds, and were sold under the direction of the finance committee and the board of trustees.

By the CHAIRMAN :

Q. The commissioners' report of December 14, 1874, says: "In addition to the liabilities and assets shown by Exhibit II, we have on hand a real-estate note for \$15,000, dated August 7, 1871, and payable one year from its date, drawn by George Mattingly to the order of the Freedman's Savings and Trust Company, and bearing interest at the rate of 10 per cent. per annum, and \$1,856.94 cash. The note is secured by a deed of trust on the property situated at the northeast corner of Ninth and E streets, and the interest has been paid to August 7, 1874. These assets are held in the nature of a trust-fund under the seventh section of the act of March 3, 1865, and, as far as we have been able to ascertain the facts of the case, the history of this fund is as follows: On the 1st of February, 1867, the Freedman's Savings and Trust Company received from the Bureau of Freedmen, Refugees and Abandoned Lands the sum of \$15,000 in currency, being the net proceeds of a crop made on the Destrehan plantation, in Louisiana, (Rost Home Colony,) after the expenses of raising it had been paid, to be invested in United States bonds, and held in trust for the purposes set forth in the order of Maj. Gen. O. O. Howard, Commissioner, under date of December 29, 1866. The funds were duly remitted to the principal office of the company, then in New York City, and on the 11th of February, 1867, \$10,000 of 5-20 United States bonds were bought by the company, and on the 24th of April, 1867, \$4,150 additional 5-20s were purchased. On the 18th of July, 1867, a further deposit of \$870.07 was received from the Bureau of Refugees, Freedmen and Abandoned Lands on the same account, which was invested on the 23d of the same month in \$800 5-20 bonds. Interest was credited on account of this trust to July 1, 1873, amounting to \$7,077.36, against which checks amounting to \$2,328.47 were drawn and paid, leaving a balance of \$4,748.89 due, standing on the books of the New Orleans branch. No interest seems to have been credited since July 1, 1873. On the 9th of July, 1873, the books of the Washington branch show that those bonds were sold and the proceeds placed to the credit of the Rost Home Colony, and on the 23d of September this deposit-account was closed, and the amount realized from the sale of the original bonds re-invested in United States currency sixes. Subsequently, during the 'run' of October, 1873, it appears that these 'sixes' were sold with other Government bonds, the property of the company, to meet the demands of the depositors, and the \$15,000 real-estate loan, referred to above, and another for \$1,500, were substituted for the Government bonds. This last-named loan was afterward paid, and the currency has been placed with the other loan." Is that the transaction to which you have referred in the foregoing statement?—A. Yes.

Q. Has there been substituted for the securities held as a special trust for the Rost Home Colony anything besides the \$15,000 real-estate loan?—A. Nothing else; and that has been paid.

Q. Where are those funds now deposited?—A. I suppose they are in the hands of the commissioners. I signed a release, and Mr. Leipold told me, about a week ago, that he had the money. I got these facts when the commissioners made their report, from the New Orleans branch, after the bank had suspended and after the books had been sent up here. When the transaction was first made I knew nothing about it. It simply appeared on the books of the New Orleans branch as a deposit, and the bonds were sold the same as any other deposits.

By Mr. FARWELL :

Q. I understood you to say that they were a special deposit not carried on the books.—A. They were carried on the books.

Q. Was interest credited to that account until you took it off?—A. Yes.

By the CHAIRMAN :

Q. After the transfer, exchange, or swapping of these securities, one after the other, was there not a balance of interest, considerable in amount, which was not carried forward to the credit of the Rost Home Colony, or debited to the bank, but which you deposited to your own individual credit in some other banking institution?—A. There was about \$1,000 interest paid on that \$15,000, which I deposited to my own credit until I fixed the other matter up. I deposited it for about three weeks or a month, until I drew the money and sent it over to the commissioners, when I turned over the rest of the funds.

Q. Did you make known to the commissioners the existence of that deposit to your own name, or acknowledge any liability of your own to account for it, until they discovered the fact and made a demand on you for payment?—A. I did not, for the reason that they promised they would pay the \$15,000 note, and I wanted to get Government bonds for it and return the deposit in Government bonds. The money was at my credit, but I did not use it in any way, shape or form.

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Q. If the books of the bank, kept under your supervision and direction, exhibit the true character of the transaction as to other parts and parcels of that debt, why was it that they did not exhibit also the state of the interest account?—A. The books of the bank did not exhibit the statement of that account at all. The real-estate notes were locked up in the safe, and were there all the time.

By Mr. RIDDLE :

Q. Was Mr. Johnson, who has testified before this committee, and who was employed as book-keeper in the Freedman's Bank, fully qualified for the discharge of the duties of book-keeper?—A. I do not think he was.

Q. Was he a good clerk?—A. He was a good clerk for some part of the work, but not for that particular business of general book-keeper.

By Mr. FARWELL :

Q. Who represented this colony and who deposited these bonds as agent of the colony?—A. They were deposited by the assistant commissioner of the Freedmen's Bureau at New Orleans.

Q. What were his instructions when he left this deposit with your company?—A. There do not appear to be any instructions on record, except the order of General O. O. Howard.

Q. Under whose instructions did you make this transfer from a current account back to a special deposit, after you came in as actuary?—A. I did that of my own accord, because I thought that was where it ought to be, so far as I could find out after correspondence with the cashier.

Q. You did it without directions from anybody?—A. Yes.

Q. By whose directions did you change the bonds from five-twenties to currency sixes?—A. The five-twenties could be sold on the market better than the others, and I simply sold them and substituted currency sixes for them.

Q. By whose authority and direction did you change those currency sixes into real-estate notes?—A. My own.

Q. Is the committee to understand that all this manipulation of bonds and accounts was done entirely by you? Was the original deposit made as a special deposit on a current account?—A. It was made as a current account. It appeared on the books of the New Orleans branch at the time as a current deposit, as \$15,000 to the credit of the Rost Home Colony.

Q. Then by your action this colony will get 100 cents on the dollar?—A. Yes; whereas otherwise it would only have got its regular percentage or dividend.

By Mr. BRADFORD :

Q. Were you not named as trustee in many deeds of trust that were taken to secure loans from the Freedman's Bank?—A. I was.

Q. Did you ever receive compensation other than your salary as actuary in connection with these trust-deeds?—A. I suppose that during the time I was actuary I received about \$500 as trustee.

Q. Have you any further claim against the bank, on account of services rendered as trustee?—A. I have some claims for services rendered as trustee since I left the employment of the bank. I have no claim for services before that.

Q. It was simply in the execution of trusts which existed prior to the severance of your connection with the bank that you have these claims?—A. Yes.

Q. You have charged for those services?—A. Yes. I stated that I wanted some compensation, but not the full amount.

Q. Then your present account or claims against the bank include claims for services rendered before you ceased to be actuary?—A. No, sir.

By Mr. STENGER :

Q. Do I understand you to mean that on all these deeds of trust in which you were named as trustee, you still claim a commission to the amount for which the property has been sold, or shall be sold?—A. I claim a commission on the amount for which the property has been sold, but not a full commission. I told the commissioners, when they bought the property in, that I did not want a full commission, but that I thought I should have some compensation, because these trusts took me away from my business, and I had to be responsible for the sales.

Q. Do you not know that the understanding with Eaton was that no commission whatever was to be charged by him on those deeds of trust, which were a mere nominal matter?—A. I do not think there was ever such an understanding. Dr. Purvis introduced a resolution in the board of trustees, which never was acted on, in relation to the matter. There were other matters connected with it, and when I was made actuary he moved that the resolution be withdrawn, and it was withdrawn, and no action was ever taken.

Q. In those deeds, where you are named as trustee, was any amount fixed as commission?—A. The commission is 4 per cent. on the gross amount of the sales.

Q. And that is the amount which you claim to be due to you on all this property sold?—A. I did not say so.

- Q. That is the amount which would be legally due you?—A. Yes.
- Q. And anything less that you chose to take would be so much remitted to the bank, in your view?—A. Yes.
- Q. Have you intimated to the commissioners what percentage you are willing to take?—A. I have not.
- Q. Do you know the pecuniary circumstances of the members of the finance committee and of the board of trustees before they became such members, and their pecuniary circumstances now?—A. I think a great many of them are a great deal poorer now than when they became trustees. I know of none of them who are any better off.
- Q. Does that same rule apply to the actuary?—A. It does most decidedly.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, March 16, 1876.

Committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Riddle, and Stenger.

B. W. BRICE sworn and examined.

By Mr. STENGER:

Question. Where are you residing now?—Answer. In Baltimore.

Q. Were you at one time Paymaster-General of the United States Army?—A. Yes.

Q. How long is it since you ceased to be in that position?—A. I was placed on the retired-list January 1, 1872.

Q. Were you at any time one of the trustees of the Freedman's Bank?—A. I was one of the corporators in the original act, by special request, a request to which I acceded only on condition that no duties should be required of me, as my own official duties demanded all my time at that period.

Q. Do you recollect at whose request you became trustee?—A. At the request of General O. O. Howard, who was the procurer of the legislation, I think.

Q. There were other officers of some of the departments of the Government also named as corporators or trustees, were there not?—A. I have no knowledge or remembrance as to that. I never gave the subject a second thought; I attended the first meeting after the organization of the board, but I never afterwards met with the board, I never was in their office or banking-house, and I know nothing whatever of their proceedings.

Q. Do you recollect whether Hon. E. B. French, Second Auditor of the Treasury, was one of those corporators or trustees?—A. Very possibly, but I have no recollection on the subject. The truth is, I think I never read the act of incorporation.

Q. Do you know anything of a company known as the Maryland Freestone Mining and Manufacturing Company, otherwise called the Seneca Stone Company?—A. I was at one time a stockholder of that company.

Q. Do you recollect at what time you procured your stock?—A. I think in the year 1866; certainly in 1866 or 1867.

Q. Please state to the committee how you came to be an owner of the stock.—A. The president of the company, or one I understood to be the president of the company, Mr. John L. Kidwell, came to my office and solicited me to become a stockholder of the company, alleging that he desired select subscriptions, that he wanted to reserve the stock, as he considered it very valuable for persons of some influence and position. At the first interview I gave him no satisfaction. He repeated his call subsequently some days afterward. Then I told him I would make inquiry and determine whether I would take the stock or not. At that time I had a deposit in the First National Bank of some money, which was collected by that bank and transmitted to my own credit, derived from my patrimony in Ohio—my father's estate—and that credit in the First National Bank was known to Kidwell, as I learned from the conversation, and I suppose now (I did not then) that it was that deposit which he was seeking, as he needed money. Mr. Henry D. Cooke, then governor of the District, was a brother Ohioan, and one whose father I had known many years ago very well. I had made an agreeable acquaintance with him and reposed entire confidence in what he would represent to me. I waited on Mr. Cooke and told him that I could not afford to make an unsafe investment or to go into any sort of speculation; that what little surplus I had I wanted to invest in some productive stock, one that would be entirely safe; that I preferred a small interest with certain safety to any hazard in regard to the matter, and that I had designed to invest that deposit then in the bank in Government stocks, where I had heretofore made some investments of money derived from the same source. Mr. Cooke assured me, with great emphasis, that I could not make a better investment of my money than in the stock of that Seneca Stone Quarry Company. He gave assurances that very shortly it must pay valuable dividends, and that it was a perfectly safe company. I had told Mr. Cooke in the conversation that I sought his opinion and advice on the subject as a friend, and that I wanted a frank and perfectly sincere statement from him as to his opinion

in regard to the stock. He gave it to me as I have stated, and I invested \$10,000; paying 50 per cent. on 200 shares of stock.

Q. Do you know by whom that stock was issued to you?—A. It was issued to me by the secretary of the company on printed scrip.

Q. Did you receipt for the stock-certificate yourself on the books, or had it been receipted for by some one else and handed to you?—A. I presume that I went through all the necessary forms. I do not recollect all the details now.

Q. To whom did you pay the money?—A. I gave a check for the money to Kidwell. I never considered that in any conversation with Mr. Kidwell I had fully committed myself to the subscription which he sought of me; but a few days after my conversation with Mr. Cooke, (just referred to,) a check for \$10,000 was presented to me by Mr. Huntington, the cashier of the First National Bank, for my signature. He stated that he had paid over the amount to Mr. Kidwell. My deposit in the First National Bank did not quite attain to \$10,000, but Huntington presented me at the same time a note for the remainder, which I paid a few days afterward. He said that Kidwell had represented to him that I had agreed to make a subscription. I concluded to acquiesce without any further question or demurrer about it, particularly as I had been persuaded that the stock was a select and choice stock, and that it would pay valuable dividends, and that very shortly.

Q. Have you no knowledge of the taking of any of the stock by any other persons?—A. I have no specific knowledge. A list of the stockholders, then in existence, was exhibited to me, a few of the names of which I remember, but not all.

Q. What names do you remember now as having been on that stock-list at the time that Kidwell solicited the subscription from you?—A. General Grant was one; his brother-in-law, General Dent; the Surgeon-General, General Barnes; the Adjutant-General, General Robert Williams, and I think General Babcock; but I am not positive about him.

Q. Did you see the name of Caleb Cushing?—A. Yes.

Q. And of William H. Seward?—A. I think so. I know that it struck me as a very distinguished list.

Q. Have you no knowledge from any one of those parties named, or from any other of the stockholders, as to what they paid for their stock?—A. None whatever.

Q. Had you no other information in relation to the company and to the subscriptions for its stock than what you have given?—A. I have not.

By the CHAIRMAN :

Q. Have you ever received any dividend on your stock in that company?—A. Yes; I received a dividend in 1871, I think, in the form of additional stock. I was invited to a meeting of the stockholders of that company, at which a Mr. Kennedy, who was a stock holder, and who appeared to be the leading spirit and manager, spoke. The logic and eloquence of Mr. Kennedy induced the meeting to assent to a watering of the stock, I think 50 per cent., and at the same time that meeting declared a dividend of the watered stock. That was the only dividend I ever received.

By Mr. STENGER :

Q. So that the investment was completely lost?—A. No, I realized out of it afterward; not fully, but very satisfactorily, considering its condition. I realized, through a combination of fortunate circumstances, and lost only the interest on my investment for six years.

By the CHAIRMAN :

Q. Do you recollect whether at that meeting (when the stock was watered) any resolution was adopted in regard to the issuing of second-mortgage bonds?—A. There was as to the issuing of some bonds, and I think they were second-mortgage bonds. I know that it was preparatory to the issuing of bonds that the stock was watered. Mr. Kennedy claimed that the original stockholders had a right to this benefit, as they had borne the brunt of the company's embarrassments for six years, and as they were about to borrow money and make extensive improvements which would bring the stock up in the market, he said that the original stockholders had the right to that benefit. It was a sealed letter to me, for I had no familiarity with the subject and never gave much attention to it. I had become convinced about the time of that meeting that the stock was unavailable. It was paying no dividends, and could not be sold in the market, so I did not care what they did with it.

SELECT COMMITTEE ON THE FREEDMAN'S BANK,
Washington, D. C., March 18, 1876.

The committee met at half past 10 o'clock. Present, Messrs. Douglas, Riddle, Frost, and Farwell.

SANDERS L. HOWELL sworn and examined.

By the CHAIRMAN :

Question. State your residence and avocation.—Answer. I reside at the corner of Twenty-first and L streets, Washington City. I am a clergyman.

Q. State whether, since the suspension of the Freedman's Bank, you have had any communication with the commissioners in regard to the condition of its affairs.—A. About the time of the bank's closing I had some money in it, and there was a report in the newspapers that the bank was supposed to pay ninety-five cents on the dollar. Soon after that there was another report that it could only pay seventy cents to the dollar, and so I went to Mr. Leipold, one of the commissioners, and asked why these various statements were made, and how we came to be so misled as to the value of the bank, as we thought that the Government was bound for the money deposited in the bank. He said that the Government was not bound for it, and that we were all foolish to put our money in there. He went on to speak slightly of the republican party getting up a bank for freedmen, or for negroes, as he called us. I saw him again near the close of Congress, last year, and asked him concerning the bank. He asked me how much money I had in it; and I told him as nearly as I could come to it. He asked me what I would take for it. I told him I did not know exactly, but that I wanted all of it if I could get it. "Well," said he, "you will not get all of it; and if I had not taken it up as soon as I did, you would not have got a penny. But," said he, "I think it probable that I can give you twenty cents on the dollar for your book." Said I, "That is strange to me, after the reports in the papers." Said he, "I have looked over the books and papers of the bank, and I do not think it will pay over 20 cents; however, I can probably give you that, if you will take it." I told him that I did not feel like taking that for it. He then went on to ask me if he could not buy up quite a number of depositors' books through me, and then he would assure me that he would give me 20 cents on the dollar for mine, but that he wanted to get the others as low as possible. I told him that I was engaged in a different business from that sort, and that I would rather have my own money if I could get it. Said he, "I do not know that I can give you 20 cents on the dollar, until I see a little further in reference to the new legislation in Congress. I think I can give you 20 cents on the dollar, and you may rest assured that I will do the best I can for you all; but if I had not taken up this bank as soon as I did, you would not have got a penny, not even for the bank-building; but I will do the best I can for you all." He often treated the depositors very slightly, and if they asked him any questions, he would say, "What are you pestering me for?" He has told hundreds of them that they had no business in putting their money in there, and he would say, "Whoever knew of a Freedman's Bank in the world? If I had not taken up this bank, you would not have had a dollar. We brought you out of slavery. You had nothing then, and you need not think anything of these little losses."

By Mr. FROST:

Q. Are you certain that he said just these words?—A. Yes, sir; that is what Mr. Leipold said. That is about as much as I can recollect of it. When he was paying the dividends, I noticed that he made all kinds of game of the people for putting their money in the Freedman's Bank. He even made fun of a white lady who was there. I do not know who she was.

By the CHAIRMAN:

Q. Do you know of Mr. Leipold, or of anybody connected with the operation of winding up the affairs of the bank, making offers to other depositors to buy their books?—A. He made the effort to get the book of a young man named Phil. Rollins, and of another young man whose name I do not recollect.

Q. Did Mr. Leipold, in the conversation you refer to, intimate what kind of legislation he wanted before he could make you any further offer?—A. He seemed to refer to some movement in Congress. It was at the close of the last Congress, in 1875.

Q. You have stated that you put your money in the bank under the impression that the United States Government was responsible for it?—A. I did.

Q. How was that impression made on your mind?—A. Mr. Wilson, the cashier of the bank, made that impression on my mind, and so did D. W. Auderson, the pastor of the Nineteenth-street colored Baptist Church. I do not know whether Mr. Auderson said particularly that the Government was bound in it, but he stated that it was a good thing. I belonged to that church, and we all believed that what the pastor said was true. Mr. Wilson, who was cashier of the bank, stated that the Government was bound for every dollar, and that the money was placed in Government bonds, otherwise I should not have put any money in there.

Q. Did you have any conversation with J. M. Alvord or any of the trustees of the bank in regard to the liability of the Government?—A. I have talked with Mr. Alvord since about it. I did not know much about him before the close of the bank, but I talked with him several times since then. He said that he used to be president of it, and that old man Fred. Douglass had come to be president, and that he (Mr. Alvord) was in no way responsible for the affairs of the bank.

Q. Do you know of any other facts that would tend to show that the affairs of the bank had been injudiciously managed?—A. Nothing that I know of.

Q. Do you know of any other colored persons who lost their money there?—A. Yes, sir. The Zion Church, in Georgetown, lost \$3,000 there, I think.

Q. Have you ever been paid any dividends on your deposits?—A. Yes, sir; I was paid \$153.92, I think.

Q. What percentage was that?—A. Twenty per cent.

By Mr. FROST

Q. Then your whole deposit was about \$760?—A. About that.

Q. You say you are a preacher?—A. Yes, sir; I am a licensed minister from the Ninth-street Baptist Church. I preach in different churches, and very often I travel, but I have been losing my health considerably. I often go on missionary work, and do things of that sort. About two years ago I left the theological institution. I was out of money, and I had got all the education I could. I came to Washington from Virginia, and went to work to making something to try to start on, but I lost all I had in the bank, and I lost a good deal of my earnings in the board of public works, as I was not paid for my work.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, D. C., March 21, 1876.

The committee met at 10½ a. m. Present, Messrs. Douglas, Bradford, Riddle, Farwell, and Frost.

JOHN L. KIDWELL sworn and examined.

By the CHAIRMAN:

Question. State your residence and occupation.—Answer. I am a druggist by profession. I live in Georgetown; my business is in Washington.

Q. Were you one of the corporators and stockholders of the Maryland Freestone Mining and Manufacturing Company?—A. Yes.

Q. State whether, during your official connection with the Maryland Freestone Mining and Manufacturing Company, there were any loans contracted by that company with the Freedman's Savings and Trust Company.—A. I think it was during my administration that the loan was made.

Q. State, as nearly as you can, the dates and the amounts of the several loans, and the character and description of the securities deposited therefor?—A. I cannot do that at all, because I did not make the loans, nor did I know at the time that they were made there.

Q. By whose authority were the loans made?—A. The financial matters of the company were managed entirely by Mr. Henry D. Cooke and Mr. William S. Huntington. The treasurer of the company was Mr. Hayden, brother-in-law of Henry D. Cooke.

Q. And all the loans that were obtained from the Freedman's Bank were made by and through them?—A. They were made by and through them. I was never brought in contact with the Freedman's Bank in any one transaction, nor until the loans were made did I know that they were made there.

Q. Have you, since those loans were contracted, obtained in any way information as to the several dates, amounts, and character of securities pledged therefor?—A. The loans aggregated in amount about \$50,000. I have not been president of the company for three years, and have sought no information on the subject.

Q. Do you know anything of \$20,000 face-value of first-mortgage bonds being deposited with the Freedman's Bank, either on conditional sale or as security for money obtained by the Maryland Freestone Mining and Manufacturing Company?—A. I did not until that was shown me in the report of the commissioners. I have no knowledge of such a transaction.

Q. Do you know from any communication of Henry D. Cooke or William S. Huntington, or Mr. Hayden, how that loan, and the other loans, to the Maryland Freestone Mining and Manufacturing Company were adjusted and settled, or what became of the \$20,000 of the first-mortgage bonds?—A. If I were to express an opinion about that, I would say that the deposit of the \$20,000 first-mortgage bonds is a mistake. I am not positive about it. I do not know the facts in the transaction at all. I cannot imagine what the bank got \$20,000 of the first-mortgage bonds for. If that transaction took place I have no knowledge of it.

Q. It appears from the books of the Maryland Freestone Mining and Manufacturing Company, generally known as the Seneca Stone Company, that after issuing \$500,000 of stock, which was distributed in the first instance to the five original incorporators, the company issued \$100,000 in first-mortgage bonds. State how those bonds were disposed of.—A. In the first place I think that issue of \$500,000 of stock was not made to the five original incorporators. My impression is that the quarries were sold to the company for \$500,000, and that the company was to issue its stock to the amount of \$200,000, which was to be credited to Cooke, Dodge, and myself, and for which we were to take first-mortgage bonds. The purchase-money of the quarries, and the expenditure on them, was in cash, about one hundred and twenty-five or thirty thousand dollars. The company was organized at \$500,000, with the purpose of selling its stock at \$50, which would realize \$250,000. We three were the original purchasers of the quarries, and we developed them, using cash all the time; and we thought that from the developments made, and from the character of the quarries, we were

perfectly justified in organizing a company at the rate of \$250,000, double the amount of money which we had paid; my impression is, that the agreement was that the stock should be issued to the subscribers to the amount of \$200,000, and that the money received should be for furnishing further mills and developments, and that we were to take the first-mortgage bonds to the amount of that sum, (\$100,000.) That is my understanding and my recollection about it.

Q. The gist of my inquiry was to ascertain the reason for issuing the \$100,000 first-mortgage bonds and the disposition made of them. If I understand you correctly you say that those bonds were issued for the purpose of indemnifying yourself, Cooke, and Dodge, the original purchasers of the quarry, for your advances on the property put into the common stock?—A. From the money paid by the subscribers, which was allowed to go into the treasury of the company, as I tell you, there was \$200,000 of stock sold, which realized \$100,000. We allowed that to go into the treasury of the company for further developments, and in lieu of that the company issued to us three the \$100,000 of first-mortgage bonds.

Q. I understand now that \$100,000 of first-mortgage bonds was absorbed by the three original purchasers of what is known as the Peters farm, which constituted the basis of the Maryland Freestone Mining and Manufacturing Company?—A. That is my recollection; we paying par for them, dollar for dollar. We gave \$100,000 for them.

Q. Then, if I understand you, the company had \$100,000 as the proceeds of the sale of \$200,000 of stock, at 50 cents on the dollar?—A. Yes.

Q. And \$100,000 cash proceeds from the sale of the first-mortgage bonds?—A. No; I did not want to be understood in that way. We sold the quarries for \$500,000 of the stock of the company; \$200,000 of the stock was sold by the company, realizing \$100,000. That went into the treasury of the company and we were credited with it, as so much cash furnished by us in lieu of \$100,000 of first-mortgage bonds, which we took at par.

Q. Then the \$100,000 of first-mortgage bonds went into the hands of the original purchasers of the Peters farm, in lieu of \$100,000 previously received by the company on the sale of the stock?—A. That is my recollection of it.

Q. Who holds those bonds now?—A. I have not the list of the bondholders. I suppose it would be difficult to get a correct list of them. The bonds are distributed pretty generally. I hold some of them myself. Mr. Dodge is the largest holder of them, I think.

Q. Have you ever deposited any of those bonds in the Freedman's Savings and Trust Company as security for any loan to yourself?—A. Yes, I have; but that I would be glad to explain.

The CHAIRMAN. Make any explanation you wish.

A. I said to you that I had never made any loan myself from the Freedman's Bank, and that statement I want to sustain. I went to Mr. Huntington, cashier of the First National Bank, on one occasion while I was president of the company, and said to him, "Mr. Huntington, I must have a couple of thousand dollars to-day." He said, "All right." Said I, "I only want it till the day after to-morrow, and I would be glad to have a memorandum due-bill for it." He said, "Very well; I will manage so that it will be considered as cash until the day after to-morrow." I had expectations, which were realized, of receiving in two days seven or eight thousand dollars from the sale of stone, or something, and I said to him, "I want to leave a collateral for this loan." He said, "What will you leave?" I left with him bonds—not Seneca stone bonds, but negotiable bonds, which were then worth 75 or 80, and which were my own personal securities. I went the second day afterward and said to him, "Mr. Huntington, here is the money; give me back my securities and my due-bill." His answer was, "Doctor, I am very busy. If you will excuse me and will call in to-morrow I will hunt up that little due-bill and return you your securities." I called the next day and said, "Give me my due-bill and securities and let me straighten this up." But he again put me off. Said I, "Mr. Huntington, I do not like this. You have got my securities, and I have got no receipt for them, and I have got the money to pay for this due-bill." "Well," said he, "I have been looking for that due-bill, and cannot find it." Said I, "You must find it, for I want that thing straightened." I regret to have to mention this, but it is necessary in order to explain my position. I kept calling, but I could not get my securities or my due-bill. After two or three months Mr. Huntington was taken sick, and sent for me one day, asking me to come to the bank—the First National Bank, of which he was cashier. I went to the bank and I found four men carrying him down stairs very sick. I said to him, "Mr. Huntington, I am sorry you are sick." He said, "Doctor, I am sorry that you did not come here when I wrote you the note." I told him that I had been engaged at my store, and could not leave. He said, "I feel very unpleasant and very sick, and I want to straighten up that transaction of yours." Said I, "Mr. Huntington, it will make no difference. You will be out in a day or two, and you can straighten it up then." He said, "I feel very much worried about it, because I have disposed of those securities of yours, and I feel very unpleasant about it. I have treated you very badly, and now that I am sick I know that that ought to be straightened up, and if you had come up earlier to the bank I would have straightened it up." I told him I was sorry to hear that, for I did not expect an acknowledgment from him that he had sold my securities. He went home, and the result of his sickness was that he

died. A short time after he died I found this due-bill of mine in the Freedman's Bank, on having a notification sent to me. I lost my securities, and I found my due-bill at the Freedman's Bank. It was for \$2,000. It was no loan of mine. My securities were for a great deal more than that. The reason that I left the securities was that it was a casual thing, and I had made it a rule not to put myself under obligations to any one. They notified me at the Freedman's Bank that they had this note of mine, and I called there and saw the actuary, and said to him, "There is some hardship attending this matter of mine. You have my due-bill, and I will pay it; but there are some hardships attending it, and it is not exactly convenient for me to pay it to-day. Mr. Huntington is dead, and I do not know what the condition of his estate is. I would like, if you allow me, to pay a part of it, with the hope of getting the balance of it out of Mr. Huntington's estate." They said, "Certainly, Doctor." I said, "Gentlemen, I do not want you to indulge me at all without leaving you collaterals;" so I left there again, collaterals, a chattel-mortgage of \$3,000—not my own chattel-mortgage—and left, in addition to that, five thousand of first-mortgage bonds of the Seneca Stone Company. That was \$8,000 collateral as security for \$1,500. (I paid \$500 on the due-bill on the spot.) I left that additional security with the Freedman's Bank, and I have gone on reducing the amount of my indebtedness, hoping that Mr. Huntington's estate would pay something. I think the debt is reduced now to a little over three hundred dollars, for which there is some seven or eight thousand dollars collaterals as security. They have offered the collaterals to me several times, but I have said, "No, gentlemen, I want these securities to remain until the last dollar of the debt is paid. There are some hardships attending it," but I did not choose to explain what they were.

Q. Did I understand you to say that the first-mortgage bonds which you deposited at the bank on discovering the trick which Huntington had played you, have been since withdrawn by you?—A. No, sir; they are there still.

Q. At the time of this transaction with Huntington, was he a member of the finance committee of the Freedman's Bank?—A. I am not positive about that, but my impression is that he was.

Q. Have these first-mortgage bonds of the Seneca Stone Company ever been paid by the company, or are they still held as a mortgage-debt against it?—A. They are held as a mortgage-debt against the company.

Q. The books of the company show that, at a subsequent date to the one I am referring to, the stock of that company was increased by an issue of \$300,000 in nominal value, and another 100,000 of bonds, secured by a second-mortgage, were issued. Why was that arrangement adopted, and for what purpose, and to what use were those second-mortgage bonds applied?—A. Up to that time the quarries were a great success. We had more orders than we could fill, and the stockholders, in a very large meeting, claimed that instead of dividends there should be an increase of stock, and that the stock should be distributed to the stockholders as a stock-dividend. By a vote of the stockholders that was done. They also instructed the directors to issue another 100,000 of second-mortgage bonds, with a view of having an increased capital. The orders at that particular time were coming in very heavy, and the prospects of the quarry were very inviting. This was done by a full vote of the stockholders.

Q. If the operations of the company had become so great a success in a legitimate manner, why were not the dividends declared to the original stockholders in cash? What could have been the necessity for paying the only dividend which the company ever declared, in a new issue of stock, and at the same time increasing the debt of the company by a second mortgage?—A. The increase of the stock and the issue of the second-mortgage bonds were, I believe, on the same day. The purpose was to build an additional mill, and to enlarge the facilities for quarrying stone, and it was deemed advisable to issue the second-mortgage bonds to raise money for that purpose.

Q. What disposition was made of those second-mortgage bonds?—A. The company at that time was indebted to Henry D. Cooke, and my recollection of it is that he took \$5,000 of those second-mortgage bonds and credited the company with the amount. That I did not know at the time, until I afterward saw the entry. The balance, \$95,000, was pledged when this debt to the Freedman's Bank assumed the shape of \$50,000. It was pledged as collateral for that \$50,000. I did not know the details of that transaction, therefore I will not attempt to give them. It was managed by these men entirely.

Q. You wish to say, then, that you have no knowledge as to the details of the transaction between the Seneca Stone Company and the Freedman's Bank, and that all you do know is that \$95,000 of these second-mortgage bonds found their way into the bank?—A. That is exactly what I would say.

Q. State whether that was done with your knowledge, or through whose agency in the Seneca Stone Company that was done?—A. To the best of my recollection Mr. Huntington was named as trustee of the debt, to secure those bonds, and the bonds had necessarily to be negotiated through the agency of Mr. Huntington. That was really the fact. By a vote of the directors, himself and Cooke were recognized as the financial men of the company. They were the men who moved this whole thing.

Q. Do you know anything of the juggle by which this loan to the Seneca Stone Company appeared for a time to be extinguished by a note of John O. Evans and Hallet Kilbourn, and

how, afterward, it was revived, and Evans's and Kilbourn's note was withdrawn from the Freedman's Bank, and nothing left except the \$95,000 in second-mortgage bonds of the Seneca Stone Company?—A. It was a piece of jugglery which I know nothing about, and could not possibly have anything to do with. I have no association with that kind of people. When it was known to me that the loan at the Freedman's Bank had been created to the extent of \$50,000, and that second-mortgage bonds to the amount of \$95,000 had been deposited as security, I said to Henry D. Cooke that I felt unpleasant about that transaction, and I offered, with him, to raise \$25,000 by the sale of real estate, if he would do the same, and to take up those bonds, myself and himself, from the Freedman's Bank, paying them dollar for dollar. He promised me from month to month to do it, but he failed to do it. I then said to him, "Mr. Cooke, this thing does not suit me; I will not have any imputation resting on my children, growing out of this matter, and although it will give me inconvenience, I will make a proposition to you, (he was then one of the trustees of the Freedman's Bank:) I will give the bank real estate to the amount of \$50,000, to take up those bonds, and I will select one man, and let the bank select one man, to fix the value of the property." He carried my proposition, as he said, to the Freedman's Bank, but it was declined. He soon vacated his position as trustee of the Freedman's Bank, and Mr. Moses Kelly, who was then cashier of the Metropolitan Bank, succeeded him as trustee. Mr. Kelly and I were friends. I went to Mr. Kelly and I renewed this proposition to him. I told him that I felt unpleasant about the transaction, and I induced Mr. Kelly to renew my proposition to the Freedman's Bank. Mr. Kelly proposed it at two different meetings of the board of trustees. He was again unsuccessful, and, strange to say, he reported to me that the proposition was defeated by the colored members of the board. In that proposition I offered to give real estate on Vermont avenue, a little above the Arlington House, on the corner of K street and running up Vermont avenue to L street., at \$1.65 a foot, for that \$50,000. The next time the offer was made through the actuary, Mr. Stickney, and with the knowledge of the president, Mr. Alvord. It was again refused. I afterward sold a portion of that property at \$1.80 a foot, having offered it to the Freedman's Bank for \$1.65, and out of the proceeds I loaned \$30,000 to the Seneca Stone Company, with the hope of getting the Freedman's Bank paid. I made that loan with the view of giving vitality and force to the Seneca Stone Company in hopes that it would pay the debt to that bank. I did it to sustain the credit of the company.

By Mr. FARWELL:

Q. Was there any reason given you by the trustees of the Freedman's Bank for not accepting your proposition?—A. They claimed that technically there was no law to allow them to take anything but money in payment of a debt. That is not the only proposition we made; but they claimed all the time that they had no authority to accept it.

By the CHAIRMAN:

Q. Can you tell us about what time this proposition of yours to exchange real estate, or to settle the debt of the Seneca Stone Company to the Freedman's Bank by a transfer of real estate, was made?—A. It was a very short time after the second-mortgage bonds were deposited. The details of that transaction were without my knowledge, although I was then president of the Seneca Stone Company. The loan was made without my knowledge, through Cooke and Huntington, who were the financial agents of the company.

Q. You spoke of a sale of stock by which \$200,000 worth of stock was sold for \$100,000; who were the purchasers of that stock?—A. General Barnes, Wm. H. Seward, Caleb Cushing, Adj. Gen. Townsend, General Brice, General Dent, and General Grant, (before he was elected President;) men of that stamp.

Q. Did these parties actually pay the Seneca Stone Company fifty cents on the dollar for the stock issued to them?—A. That is my impression.

By Mr. FARWELL:

Q. This stock that was issued to them, was it originally issued on the books of the company, and the money received from it paid into the company, or was it sold to them by the getters up of the company?—A. The money that was received from these gentlemen for their stock went into the treasury of the company, and the original "getters up" were credited with the amount, and the bonds were issued to them in lieu of that amount.

Q. How do you mean that they were credited with that amount?—A. We sold the quarry to the company for \$500,000, in stock of the company. The company was to issue that stock to the subscribers, and we were to be credited with the amount which the company received. The company was then to issue first-mortgage bonds, which we were to receive in lieu of the cash. That is the way that the money got into the treasury. The stock was issued, not in the names of the original corporators, but in the names of those gentlemen who received it. The understanding at the time was that the money received from that stock was to go to our credit, and we were re-imbursed by the bonds.

SELECT COMMITTEE ON THE FREEDMAN'S BANK,
Washington, D. C., March 23, 1876.

Committee met at 10 o'clock a. m. Present, Messrs. Douglas, Bradford, Riddle, Farwell, and Frost.

JAMES B. JOHNSON sworn and examined.

By the CHAIRMAN:

Question. State your full name.—Answer. James B. Johnson.

Q. You are the treasurer of Howard University?—A. Yes.

Q. How long have you held that office?—A. Since September 1, 1872.

Q. On page 25 of the report of the Commissioners of the Freedman's Savings and Trust Company, made December 15, 1874, there is this item: "October 22, 1872, Howard University, \$75,000, secured on property known as college reservation, in Washington, D. C." Will you tell us all you may know in regard to the manner in which this loan was negotiated, and by whom, and to what uses it was applied?—A. When I entered on the duties of the office the university was in debt to the Freedman's Bank \$56,500, in sums borrowed at different times. I believe one loan was \$40,000, one \$8,000, and three or four smaller sums borrowed for different times, some longer and some shorter. I found this condition of affairs, and reported it to the executive committee, and suggested the funding of these loans into one, consolidating them into one loan. The board of trustees had authorized the borrowing of \$20,000; and Professor Barber, who was then acting president, made application to the bank to increase the loan to \$75,000, and increase the security; and it was borrowed for one year. I remember distinctly that the difference between the existing loan and \$75,000 was \$18,500. The money had all been used previous to my term of office. That \$18,500 was, I believe, placed in the treasury of the university and used for all current expenses, in the payment of salaries, payment of interest, and other expenses. After I received my summons, I made a pencil-memorandum, supposing that was what was desired. I found, from the cash-book, the loans made, were \$8,000 on November 3, 1870; \$40,000 on August 22, 1871; \$2,000 on March 22, 1872; \$3,000 on April 11, 1872; \$2,000 in June, 1872; and \$1,500 on July 3, 1872. Total, \$56,500. The other loan was dated from October 22, 1872, the day the directors agreed to consolidate the loan.

Q. You say that this consolidated debt was contracted to be paid in one year?—A. Yes, sir.

Q. Has any part of it been paid?—A. I believe they had a rule that they only made loans for one year at a time, but it was agreed they would extend it. It was extended at the end of one year on condition that we increased the interest from 8 to 10 per cent. At that time \$37,500 had been paid. The balance due is \$37,500, so that a trifle less than \$37,500 had been paid.

Q. State, if you please, as nearly as you can, when the debt was reduced as you have described in your last answer.—A. Twenty thousand dollars in the months of December, 1874, and January, 1875. Three payments were made; I think, in all, \$20,000, and a smaller payment was made in the spring following of less than \$2,000; and the balance was paid about two or three months ago. I cannot give the exact dates without referring to my cash-book.

Q. What does the property known as college reservation consist of?—A. There are about 35 acres in the field on which the buildings stand. That is called the "campus," or "reservation." The part of this included in this mortgage is all of that part east of the buildings, consisting of about 20 acres without improvements. It is described as bounded on the north by Lincoln street, on the south by College street, on the east by Moore's land, and on the west by Four-and-a-half street, if it were extended. It is described more minutely, but those are the boundaries. That is not all the property included in the mortgage.

Q. That is the property secured to the bank?—A. The bank has mortgage on more than that; then there is our reservation.

Q. It has been stated here in the course of this investigation that the security given by the university for its loan was afterward shifted for certain securities given by Barber & Langdon?—A. That is a mistake. I will explain that when you desire me to.

Q. I want you to explain that transaction—how it came about, what it was intended for, and why it was entered upon.—A. There never was any arrangement to that effect. The executive committee made some arrangement with Barber & Langdon. They owed the university some money, and their debt was not due for eight years. The executive committee made a proposition to them that if they would pay the money within nine months' time, in installments of \$5,000 each, to enable them to pay their entire debt, they would release them from their obligation for a certain amount of money. It was understood that those payments should be made in such a way that the money was to pay the indebtedness of the university to the Freedman's Bank, and \$10,000 to the German-American Savings Bank. After they had paid \$20,000 they backed out. They were not placed under bonds, as there was no written contract. It was a mere agreement. The executive committee referred the matter to one or two gentlemen, who claimed to know the law, and they said that the memorandum would not bind them to do it, and they were permitted to withdraw. While it was reported that they had assumed the debt, it was never understood that they had assumed it. In the mean time the security which the university had given the bank was not to be

touched until the debt had been paid the Freedman's Bank, and it never has been touched. It remains new as it was given in 1872.

Q. Did Barber & Langdon receive accommodation at the bank to raise the money?—A. Not that I am aware of. I do not know who they obtained it from. They paid the money to me, and I paid it to the Freedman's Bank.

Q. You state that the bank held other security for the debt of the university than the land of which you have spoken; state what it consisted of.—A. A piece of land south of the university consisting of about 11 acres unimproved. It is intended eventually to make a park of it. It is designed as a park. It is bounded by College street on the north, Fourth-and-a-half street on the east, Sixth street on the west, and Pomeroy street on the south, containing between 10 and 11 acres of land. There is also square 1054 in the city limits, lying one and a half miles east of this place—one of the large original squares of the city. I forget now its dimensions.

Q. Do you know the fact that the Howard University, and the property and lands generally understood under that designation, and the real estate held by it in the city of Washington, donations from General O. O. Howard, were all paid for out of public funds, which, it is believed, by some at least, General Howard had no right to appropriate in that way, and that there may be a reclamation by the Government at some future day?—A. I have heard it intimated that there were parties who believed that General Howard's donations were not legal, but I am not lawyer enough to know. The land on which the buildings stand was purchased, by the board of trustees, of John A. Smith, and how much money General Howard donated I am unable to state; but I know the trustees purchased that land on credit, and then sold lots, the money for which went into the treasury. Some has not been paid for yet. I am speaking of that parcel of land known as the Smith land.

Q. Don't you know that afterward General Howard put in a small piece of land before purchased by him, adjacent to or adjoining the ground, and that it was all held under one grant for the university?—A. I am aware of his deeding, or causing to be deeded, what was known as the Miller property to the university, but the conditions I have never seen. I suppose the conditions must be in the records, if they are in the university.

Q. You said the property known as the Smith farm was purchased by the trustees?—A. Yes, sir.

Q. Did they ever get a free and unincumbered title to the property?—A. They did; so free and unincumbered that the best real-estate lawyers and agents have taken the title of the university in smaller lots.

Q. Have you any knowledge as to how the property known as the Smith farm and the Miller property was paid for?—A. I have no knowledge whatever of the Miller property being paid for; how it was paid for. The money did not go through the university hands. The Smith farm was paid for by the treasurer—the former treasurer.

Q. Who was he?—A. General Balloch, I think it was. John A. Cole, son-in-law of J. W. Alvord, was acting treasurer before I came, though only a short time.

Q. Was there any portion of that Smith property subdivided into lots?—A. Yes, sir.

Q. And sold, among others, to J. W. Alvord, O. O. Howard, General Balloch, or other parties connected with the Freedman's Bank?—A. I cannot say how many of them were connected with the Freedman's Bank. I have no knowledge on that. They bought lots from the college. I am quite sure that General Balloch purchased two or three lots. He bought others from other parties who had bought some, so that he owns several lots. Mr. Alvord did the same. I am not sure that he bought it all from other parties. That occurred before I was treasurer. Their names appear, I think, on the book; at least General Balloch's does.

Q. Can you state, from your knowledge of the books and memoranda preserved by the university, whether the funds obtained from the Freedman's Bank were applied to the purchase of the Smith farm, and relieving the incumbrance on it for the deferred payment?—A. No, sir; I think that was all paid for before any loan was made from the Freedman's Bank. I am under the impression that the money borrowed from the Freedman's Bank generally went to pay the current expenses of the university.

Adjourned.

SELECT COMMITTEE ON THE FREEDMAN'S BANK,

Washington, D. C., March 30, 1876.

Committee met at 10 o'clock a. m.—Present, Messrs. Douglas, Bradford, Stenger, Riddle, and Frost.

JOHN V. W. VANDENBURG sworn and examined.

Question. State your residence and occupation.—Answer. I reside in Washington City. I am a contractor.

Q. It appears from the report of the Freedman's Savings and Trust Company, dated 14th December, 1874, that you have at various times obtained loans from the Freedman's Bank

to an amount exceeding \$180,000. Please state with what officer of the bank those loans were negotiated.—A. My connection and operations with the Freedman's Bank are, I suppose, unlike those of any other man who had anything to do with it. I commenced at its organization. I was then connected with the Freedmen's Bureau, and kept my accounts there entirely. I continued to do the same in my own business. All my loans were made with the actuary. Most of my transactions were with Colonel Eaton up to the time that he severed his connection with the bank. He left there and went to the Second National Bank. Then Mr. Stickney was made actuary, and all my business was with him. On one or two occasions I think I made a small loan through the president, Mr. Alvord, in the absence of the actuary.

Q. Were your negotiations for accommodation at the bank directly with the officers whom you have named, or through the intervention of any third party?—A. I do not think that in any one case I had anybody between me and the bank—not that I recollect.

Q. Were you in the habit of receiving the money immediately on your application, or were your applications filed and submitted to the finance committee?—A. That I cannot tell. I suppose that, doing a general business with them, it was understood that to a certain limit on my securities I should have what money I needed. Of course I cannot tell what individual matters were referred to the finance committee.

Q. Did you receive your accommodation at once, or was your application filed and submitted to the finance committee, or did Mr. Eaton, and after him Mr. Stickney, grant the accommodation on the general understanding that you were to have it?—A. I know that on some occasions I would have to wait several days before I got my money, but whether it was through want of money by the bank, or through waiting for the application to be submitted to the finance committee, I do not know.

Q. Do you recollect any occasion when you obtained loans at the bank without depositing any security for them?—A. No, sir; never.

Q. State what was the class and description of collaterals on which you usually obtained accommodation at the bank.—A. I used what was known as corporation sewer-scrip. In some instances I put in some Government bonds, but I most generally put in auditor's certificates of the board of public works of the District of Columbia. I had some of my loans on real estate.

Q. Were these certificates immediately payable, or were they given in advance on an expected appropriation of Congress to meet the expenses incurred by the board of public works?—A. I cannot tell, of course, what the board of public works intended to do. I drew my certificates after my work was completed. Of course, if the board of public works had the money, they would not give me the certificates.

Q. Then, the board of public works had no money?—A. No, sir.

Q. And gave you certificates?—A. Yes.

Q. And those certificates you used to obtain credit at the bank?—A. Yes.

Q. Who were the auditors of the board of public works?—A. Benjamin F. Mead, and after him J. C. Lay.

Q. Who constituted the board of public works of the District of Columbia?—A. At its first organization, it was composed of Alexander R. Shepherd, A. B. Mullett, S. P. Brown, and James A. Magruder, (who was also treasurer of the board.) Henry D. Cooke was governor of the District, and *ex-officio* member of the board of public works.

Q. You have stated that your dealings with the bank were from a very early date, growing, first, out of your connection with the Freedmen's Bureau. What connection did you have with the Freedmen's Bureau?—A. I was local superintendent of the District.

Q. Who were the other officers and agents of the Freedmen's Bureau who were located in the city?—A. General O. O. Howard had his headquarters here. Charles Howard was assistant commissioner for a certain number of districts about here. I cannot name the other officers. They were subordinate to headquarters.

Q. Was not J. W. Alvord, the president of the Freedman's Bank, connected in some way with the Freedmen's Bureau?—A. I think he was connected with the schools of the Freedmen's Bureau in some way, superintendent of schools or of education.

Q. Was not G. W. Balloch connected with the Freedmen's Bureau?—A. Yes.

Q. And Alvord and Balloch were also trustees of the Freedman's Bank, and at one time General Howard was?—A. I think they were. I do not recollect who the first trustees were.

Q. When did you commence dealing with George W. Stickney, as actuary or assistant actuary of the Freedman's Bank?—A. He was there all the time, either as actuary or assistant actuary, from the organization of the bank, if I recollect right.

Q. Do you mean by your last answer to convey the idea that G. W. Stickney, while assistant cashier, was cognizant of what was going on in the office of the actuary and was aiding in the business of the actuary?—A. Yes; I suppose so, of course. He could not help it.

Q. I notice in this report of the commissioners of the Freedman's Bank this item, as of December 1, 1872: "J. V. W. Vandenburg, treasurer Abbott Paving Company, \$80,216.82." What was the Abbott Paving Company?—A. It was a company which was laying concrete pavement here.

Q. Was it an incorporated body?—A. No, sir; it was a partnership association.

Q. Who were its members?—A. John P. Cranford and Henry L. Cranford, of Brooklyn, and myself. It was an old paving company in Brooklyn that came here, and I took an interest with them, and we organized what was called the Abbott Paving Company. They had a certain interest in it and I had a certain interest in it.

Q. Did you three constitute the entire company known as the Abbott Paving Company?—A. Yes, with the party whom Mr. Cranford represented, who were, I think, three or four other persons. I do not recollect who they were. We were the representatives of the company, the president, treasurer, and superintendent.

Q. Can you not charge your memory so far as to inform us fully who these other members were?—A. There was a gentleman named O. B. Abbott, I think, of Brooklyn. I would be puzzled if I undertook to tell who they all were. I never met any of the other members except John P. Cranford, Henry L. Cranford, and Mr. Abbott. The other parties I did not know. They never were here, nor had they any business here. Their interests were represented by Mr. John P. Cranford.

Q. Have you no books or memoranda that show of whom the partnership consisted?—A. The institution was made up of what they called the Scrimshaw Paving Company and myself. I think there were five of that party. I think it possible that Mr. Cranford's father was another member of it, and I think a man named Buell. I do not think I have any record of the names.

Q. It appears that you must have been engaged in very extensive business operations, and I presume that you were a capable business man; do you mean to say that you entered into a partnership with men, and as a member of that partnership, and, as its officer, contracted loans to the amount of \$30,000 and upward, at one time, without knowing who your partners were?—A. This Scrimshaw Paving Company was a chartered institution, represented by its president. Mr. Cranford represented his party by powers of attorney to sign contracts with me.

Q. This loan of \$80,000 was made to you as the treasurer of the Abbott Paving Company; did you give your individual note for it, or the note of the Abbott Paving Company signed by you as treasurer?—A. I think I signed it as treasurer of the Abbott Paving Company.

Q. And you had authority to do that, I suppose?—A. I had authority to do that from the other partners. This note was not all one loan. It was an aggregation of several loans that had run along and that were consolidated into one note at that time, December 1, 1872.

Q. Were the loans which were consolidated into that note of December 1, 1872, also made for and on account of the Abbott Company?—A. Yes, sir.

Q. Was not that company in default, both on account of principal and interest, of the loans previously made, prior to that consolidation?—A. No, sir; we put our securities back of them all the time. We gave this bank a power of attorney to draw all the certificates and all the money due to us, and in fact it did draw our pay for all the work that we did—the bank advancing us money from time to time as we needed it. We were never behind, but always ahead.

Q. On the 1st of December, 1872, whether in the form of a consolidation of previously existing indebtedness, or in the form of a new loan, you became indebted to the Freedman's Bank in \$30,216.82 on the note of the Abbott Paving Company executed by yourself; has any part of that debt been since paid?—A. That I cannot tell you.

Q. Do you think that if it were paid, you would not have known something about it?—A. I cannot tell whether they have indorsed payments on that note or on some other note. This matter between the Freedman's Bank and us and me is in the courts now.

Q. Do you recollect any loans obtained by you on your own credit, or as treasurer of the Abbott Paving Company, previous to the 1st of December, 1872, that were not consolidated into that \$30,216.82 note?—A. My private account is not in that at all. I had some loans on my own private account. But that \$30,216.82 covered all the indebtedness of the company to the bank up to that day.

Q. The first loan that I see in this report of the commissioners to J. V. W. Vandenburg is dated June 13, 1871—\$1,251.50, on a balance of \$5,000 on a claim for work on the Washington Aqueduct: what was the nature of that claim, and how was it sustained, and has the debt ever been paid to the bank?—A. That was not a claim against the Washington Aqueduct. I had a contract with the Government to raise the slope-walls of the Washington Aqueduct, and when I organized the work I did it with the understanding that Major Elliot, then the chief engineer of the water-works, should pay the amount of my first estimates to the bank, which was done, leaving that balance. I think it has been all wiped out, at least it should have been if there was money to do it with. I disown that report entirely. I do not acknowledge its being correct in any one instance.

Q. This report is made from the books of the bank, and I want to know what explanation you can give of that transaction.—A. Well, sir, that is the explanation.

Q. What was the nature of that claim?—A. I had a contract with the Government, through Major Elliot, to lay the slope-walls of the Washington reservoir, and I gave an order on Major Elliot, which he accepted, and on that order I made this loan with the Freedman's Bank, depositing the order and my contract. The first estimate was turned right over to the bank.

Q. The next item charged to you is of September 21, 1872—\$4,000, on a certified bill for work on Virginia avenue, of \$4,250.—A. That was an auditors' certificate.

Q. On which the bank advanced you \$4,000?—A. Yes. At that time the board of works was paying money. I presume that the bank got that amount.

Q. The next item is one of September 25, 1872, \$600 on the same class of security.—A. Six hundred dollars is the loan, but what is back of it, the report does not state.

Q. Then it states certificates of the board of public works; do you recollect the amount of the certificates deposited for that loan?—A. I do not recollect.

Q. The next item is of October 26, 1872, to the amount of \$2,550, on certificates of the board of public works; do you recollect anything about that transaction?—A. I presume that that was one of the cases where I had to borrow money to bridge over for a few days. The board of works paid in cash at that time, but sometimes it did not have the money on hand.

Q. The next item is one of November 9, 1872; \$2,550 on certificates of the board of public works, indorsed by D. L. Eaton; can you give us any account of that transaction?—A. That was also on auditors' certificates. That was after Colonel Eaton had severed his connection with the Freedman's Bank.

Q. Who was the actuary at that time?—A. George W. Stickney.

Q. Were you aware, at the time of obtaining these various loans and others to which I will call your attention, that the officers of the Freedman's Bank had no authority to invest the funds of the bank, or to lend them out in the way they were doing?—A. No, sir, I was not.

Q. Did you have any contracts for the paving of the streets in your individual character, or in any other way than as a member and partner in the Abbott Paving Company?—A. I laid sidewalks and all that sort of thing myself. As to paving streets outside of that company, I had nothing to do with it. My private work was entirely in grading, sewerage, laying sidewalks, &c.

Q. You were a general contractor?—A. Yes, sir.

Q. And had other work besides that of paving in connection with the Abbott Paving Company?—A. Yes; a good deal of it.

Q. Did you contract loans with the Freedman's Bank, as such general contractor, to aid you in your operations?—A. Yes, sir.

Q. State whether in any of those contracts you had any partners or associates, and who they were.—A. I do not now recollect any other party being interested with me in any of my work outside of that paving company. In some little job some one may have had an interest with me, but I do not recollect it now. It was nothing of any moment.

Q. Beginning now with the date January 24, 1873, and running through nearly every month of that year down to and including September 13, 1873, there are loans charged to you amounting to about seventy or seventy-seven thousand dollars. Look at this list, [handing the report of the commissioners to witness,] and say with whom these loans were negotiated, and how it happened that while you were so largely in arrears to the bank you were able to continue to draw so heavily on its resources.—A. I see here an item of \$35,000. This was not for loans made during that year, but for loans that were condensed into this one note. Quite a number of different loans were condensed and put into this \$35,000 note on this date, so that that money was not loaned during that year. For instance, I would consolidate eight or ten notes into one note. They were all made on securities. I put securities in there just when the bank called for them. I recollect that at one time the value of the securities dropped, and they told me that they wanted more, and I put in more.

Q. What class of securities did you deposit for these loans?—A. As a general thing, auditors' certificates. There may have been, in some other little operations, some real estate or something or other of that kind put in. I made a loan of \$6,000 on real estate which I have subsequently paid, but as a general thing the loans were on auditors' certificates for work.

Q. With whom were those loans negotiated?—A. Generally with Mr. Stickney. I think that he was actuary all the way through that year.

Q. Answer the last part of my previous question.—A. I suppose it was because the bank had the money and wanted to loan it and I wanted to borrow it, and I put my securities in and got it.

Q. Did you make these negotiations with G. W. Stickney?—A. Yes, or with the president. I think there were one or two instances, when Mr. Stickney was absent, that I got the money from Mr. Alvord, the president.

Q. How were these certificates of the board of public works accepted and authenticated?—A. The auditor issued his certificate on the measurement of the engineer. The paper was simply a certificate from the auditor stating that there was so much due to me for work done under a certain contract on a certain street, and was signed by the auditor of the board of public works. That is all that there was of it.

Q. If these certificates had been presented at the treasurer's office of the board of public works for payment, was it required or not that they should be accepted by the treasurer and paid, or were they paid on the simple certificate of the auditor?—A. The auditor's certificates were the authority of the treasurer for paying them.

Q. Would it not have been as easy for you to obtain the money from the treasurer of the

board of public works as from the Freedman's Bank on these certificates?—A. I would much prefer to have done that, I assure you.

Q. Why did you not do it?—A. The board of public works did not have the money.

Q. What were those certificates, drawn on an empty treasury, worth on the market—as salable securities or as evidences of debt?—A. I do not think they were worth 4 cents a bushel. The court had decided that they were not transferable except by power of attorney. That is what I mean by that answer. They were worth money, of course, but what I mean to say is that if a man sold them without a power of attorney, they were not worth 4 cents a bushel. They were sold on the street here and in New York City as high as 95 cents on the dollar.

Q. When indorsed by somebody else, I suppose?—A. Yes, I suppose so.

Q. Was there any power of attorney executed on those certificates deposited by you in the Freedman's Bank?—A. I gave the bank a general power of attorney for all the work of the Abbott Paving Company, and a general power of attorney to draw all the money that was falling due to me. In fact Mr. Stickney was my attorney. I gave a joint power of attorney to Eaton as actuary, and to Stickney as assistant actuary.

Q. To receive from the auditor the money due to you?—A. Yes, to receive it and dispose of it, which they did in almost all the cases. They receipted for the money themselves and went down and got it. A good many of those certificates were drawn to the order of G. W. Stickney, actuary, as attorney for me.

Q. From your last answer I infer that you had taken the proper steps to transfer these certificates to the bank which were otherwise not transferable?—A. Yes, sir.

Q. As security for loans?—A. Yes.

Q. What were these certificates worth while in your hands, or in the hands of your transferees, unless they were backed by a responsible indorser; what were they worth in the market?—A. That would be a very hard question to answer. In the first place, I never sold one of them in my life, and never saw one of them sold. I do not know of my personal knowledge what they did bring.

Q. Do you recollect on one occasion, late on Saturday evening, after the usual business-hours, obtaining a loan from the Freedman's Bank on the personal assurance of Alexander R. Shepherd to the actuary?—A. At the present moment I do not recollect any such transaction. I cannot recall any individual case of that kind, and I doubt very much that it ever occurred. I have no recollection of ever getting a dollar out of that bank outside of business-hours, and I do not think I ever did. This I am sure of, that I never got any money from the bank without putting in securities.

Q. You are very positive that you never got any money on the personal assurance of Alexander R. Shepherd, William S. Huntington, or any other person?—A. I am not positive of it; but I am positive that I do not recollect any such thing. I recollect Mr. Stickney going with me once to Mr. Shepherd's store, and Mr. Shepherd told him that if he would let me have some money (how much it was I do not now recollect) on my securities, he (Mr. Shepherd) would positively see that it was paid at a certain time. That is the only recollection I have of Mr. Stickney ever having a personal interview with Mr. Shepherd about it. Mr. Shepherd and I were never in the Freedman's Bank together to my knowledge.

Q. You say that Mr. Stickney went with you to Mr. Shepherd's store on that occasion?—A. On one occasion; whether it was the one you refer to or not, I cannot say.

Q. Why did you go to Mr. Shepherd?—A. Mr. Stickney hesitated to let me have the money, saying that he was afraid the bank would not get it back. I told him what the board of public works said as to its having the money at a certain time. He said he could not take their word until he knew better; so I said, "come with me to Mr. Shepherd and he can settle it with you." We went to Mr. Shepherd's, and Mr. Shepherd assured Stickney that if he would grant me that loan (it was a regular loan and on regular securities) the board of public works would have the money at a certain time, and that he would see it paid. I wanted the money at that time to bridge over some period. Stickney had hesitated to let me have the money on the securities, fearing that he would have to carry them too long before he got the money. I said simply that I had the assurance that on a certain day the board of public works would have the money and would certainly pay it, and in order to assure him that that was so, I took him to Mr. Shepherd to have Mr. Shepherd say so to him himself, and Mr. Shepherd said that he would see that the money was paid at a certain time.

Q. And on that assurance Mr. Stickney let you have the money?—A. Yes, sir.

By Mr. RIDDLE:

Q. Has that loan been settled?—A. I cannot tell. Subsequently to that time, there was thirty or forty thousand dollars paid in, which may have been applied to that particular loan or to some other loans. I do not know where it was applied.

By the CHAIRMAN:

Q. What was the particular loan that was made on the assurance of Alexander R. Shepherd, and what was its amount?—A. That I cannot tell; I simply recollect the circumstance, but I have entirely forgotten the date.

Q. Do you know how the money was obtained which you say was afterward applied in part to the discharge of your indebtedness?—A. I think that Mr. Magruder went up to the bank and paid it in himself, taking up a certain amount of securities. I am pretty certain that was so. It was done in my absence. It should have been all paid at that time.

Q. Can you say whether or not this item does not cover the transaction to which you allude in reduction of the aggregate of your indebtedness? The commissioners report as follows: "Less \$39,658, eight per cent. bonds sold, netting \$30,225.75."—A. No, sir; I think the selling applies to the accounts of the Abbott Paving Company.

Q. Look at this item in the commissioners' report and say whether by their footing this item, as well as another item of \$5,678, were not applied as credits to the aggregate debt of J. V. W. Vandenburg as treasurer of the Abbott Paving Company and of J. V. W. Vandenburg individually.—A. There comes in this very question again. I do not accept that report at all, and I do not propose to. They had no business to sell these bonds, and whatever accrued interest they have got and whatever they sold, that was their own business. It is one of the subjects of controversy.

Q. Did you ever pay to any officer, agent, or trustee of the Freedman's Bank any commission, or bonus, or compensation on loans taken at that institution?—A. I did not. I paid dearly enough in paying 10 per cent. interest.

Q. Was any officer or agent of that bank connected with you in any way beneficially, either in the loans obtained from the bank or in the work or business to carry on which they were negotiated?—A. I had a business transaction with Colonel Eaton, but it was a matter entirely outside of the bank.

Q. Explain the nature of that transaction.—A. I had a contract to furnish sewer-pipes for the board of public works of the District of Columbia. (By the way, I told you that I had no partner. A Mr. Hiram L. Holmes was a partner with me in the pipe business; that I had forgotten. He was then living in Brooklyn; he resides here now.) I was going to state the connection of Colonel Eaton and myself, but it is a matter of personal character. Colonel Eaton is dead, and of course I feel that it would not do him any harm and no good. It is entirely personal in its character and has no connection whatever with the Freedman's Bank.

Q. Did Colonel Eaton have an interest in that contract?—A. Yes, a partial interest for a certain time.

Q. What was the nature of that contract and what amount of expenditure did it involve?—A. I don't recollect the amount of expenditure involved. It cost a good many dollars, and there was a good deal of it paid in cash. The expenditure was in the neighborhood of \$100,000 perhaps, or may be less; I cannot recollect.

Q. When was that contract obtained, and what was the work performed under it?—A. The contract was obtained immediately after the board of public works took charge here. That must have been in 1871.

Q. Was D. L. Eaton then the actuary of the bank?—A. He was.

Q. Was it for the execution of that contract that you had occasion to obtain loans from the bank?—A. All the loans that I made through Colonel Eaton up to the time that he severed his connection with the bank were simply when the cargo was being loaded in New York and transshipped here, and as soon as it was delivered here the money was paid.

Q. What I want to know is whether, to enable you to execute that contract, you obtained loans from the bank, either through Colonel Eaton, as actuary, or through George W. Stickney, or through both?—A. I did; through both.

Q. Do you know anything about the Metropolis Paving Company?—A. No, sir; I had no connection with it.

Q. Was Mr. Lewis Clephane ever interested with you in any of your paving contracts?—A. Never.

Q. Was any trustee of the Freedman's Bank interested, directly or indirectly, in any loans obtained by you from the Freedman's Bank or in any contract that you carried on with those loans?—A. No, sir; never.

By Mr. BRADFORD:

Q. Did you make a general deposit of securities with the bank on which you drew at will for those loans made to you?—A. No, sir; I deposited securities as I got the loans.

Q. You mean that you made successive deposits as you obtained loans?—A. Yes.

Q. And the securities were of the character which you have described in answer to a question by the chairman?—A. Yes. Auditor's certificates.

Q. You made successive deposits as you obtained the several loans to which you have referred?—A. Yes. At times when the actuary would tell me that he thought he ought to have more security, or that the trustees thought so, I deposited it. I recollect that at one time I deposited \$20,000.

Q. These deposits were mere collateral securities?—A. Yes.

Q. You did not sell them to the bank?—A. Not at all.

Q. Then these matters to which you refer were pure loans to you, either as an individual or as the treasurer of the Abbott Paving Company?—A. Exactly. I think I told you that we deposited our power of attorney with the bank, so that the bank might collect all the money that we should earn.

Q. That they were to do at their own option in case of default in payment?—A. We did not pretend to draw any of the money. They drew it all.

Q. The sale of securities was left optional with them, so that in case you failed to pay the money they could sell the securities?—A. Certainly.

Q. You said a while ago that you never were behind with the bank. How happens it that at one particular time you had a transaction in which you acknowledged indebtedness, as treasurer of the Abbott Paving Company, to the amount of \$80,216.82?—A. We had the security back of it all the time.

Q. The loan itself had not been paid?—A. No, sir.

Q. Then you did owe the Freedman's Bank at the time mentioned some \$30,000?—A. Yes; and if I recollect right we had some \$120,000 to \$130,000 in securities.

Q. But at that same time you owed the bank other money as an individual?—A. Yes; but my individual securities were there. These two operations were kept entirely separate.

Q. These securities were never accepted absolutely in lieu of the loans and you discharged from the obligation to pay the loans?—A. O, no, sir.

Q. Did you ever execute your note for any of those loans?—A. In every instance.

Q. Do you recollect how you signed those notes?—A. I think I always signed the company's notes, "J. V. W. Vandenburg, treasurer of the Abbott Paving Company." My own individual notes I signed with my own name.

Q. In all of those you have been sued?—A. Yes.

Q. Have all those matters been sued upon in one single suit or proceeding, or have several suits been instituted against you on them?—A. I do not recollect how that is. I think there are two suits—one against me personally and one against me with the partners.

Q. Are those men whom you mentioned a while ago as your partners, defendants in one of those suits?—A. Yes.

Q. The very same men whom you mentioned as being interested in the Brooklyn Paving Company?—A. Yes.

Q. Are they solvent?—A. Henry L. Cranford is entirely so.

Q. That loan of \$80,216.82 you never have paid?—A. No, sir.

Q. These other loans mentioned you never have paid except to the extent mentioned in the report of the commissioners of the Freedman's Bank.?—A. I disown that report entirely. I do not want you to ask me to own up that book at all. I will not acknowledge one single thing in that book as correct.

By the CHAIRMAN :

Q. Do you mean to assert that you have paid those loans?—A. No; I do not mean to say that; I mean to say that they have made statements there which I claim are not correct.

Q. Why are they not correct?—A. That I propose to show in the court. They do not account for my securities, in the first place, and we do not agree about the amounts at all in anything.

Q. Do you claim that the books of the bank, with reference to these particular transactions, show a larger credit for you than is exhibited in the report of the commissioners?—A. Yes; I do not think they have a single auditor's certificate. They have sold some of them, and transferred some of them, or have got money upon them; of course that they had to do, in accordance with law. All these certificates were converted, I presume, into 3.65 bonds.

By Mr. BRADFORD :

Q. Does that in any way impair their value?—A. No.

Q. Who owns those bonds now?—A. The Freedman's Bank, I presume.

Q. Was anybody, (except Eaton,) who was connected with the bank, or connected with the government of the District of Columbia, at that time, interested with you in any of the transactions in which you used the money borrowed from the Freedman's Bank?—A. Never.

Q. Did you pay to anybody any bonus on those contracts?—A. No, sir.

By Mr. STENGER :

Q. I notice on page 39 of this report of the commissioners that they say they hold \$69,000 of District of Columbia 8 per cent. certificates, and that on page 95 they say they hold \$95,250 District of Columbia 8 per cent. bonds. Can you account for that discrepancy?—A. No, sir; I do not pretend to account for any of those discrepancies. I do not think you will find any two of those reports agree.

Q. I see in this report of 1874, that the amount of the notes which they claim to have then held was \$219,531.10, on which they credit payments to the amount of \$79,875.11, leaving a balance of \$139,655.99 of principal and \$20,432.39 of interest. Now the securities which they put opposite to that, and which they say the bank then held for it, amounted to \$153,007.16. Can you account for it why the amount of these collateral securities does not equal the amount of the indebtedness at that time—I mean the nominal value?—A. No, sir; I cannot account for that statement at all.

Q. Did you deposit any other collateral securities than those that are now in the bank (according to this report on page 39) and the securities which they have reported as sold, on page 95?—A. Certainly I have, or else I could not claim that I did not owe the bank.

I did not deposit any of these securities; the securities which I deposited were auditor's securities, and those have been transferred or converted.

Q. You say that all the collateral securities which you deposited for what was called these available funds were auditor's certificates?—A. Yes.

Q. Did you deposit any Second National Bank stock?—A. Yes, I suppose I did; and also some real estate.

Q. But you did not deposit any 8 per cent. District of Columbia bonds?—A. No, I did not. I presume they converted the certificates into them.

Q. The chairman has examined you about an item of \$80,216.82 as due on the 1st December, 1872. On that sum did you give another note for \$58,025.71 individually?—A. That occurred, as I told you, in consolidation of all the loans previously had, putting them all in together, all of the company's and all of my own.

Q. Do you mean to say that at that date the whole indebtedness of the Abbott Paving Company was embraced in the note of \$80,216.82 and your indebtedness in the other note?—A. There might have been two or three small loans outside of those, with different securities that remained as they were, but all the rest were scooped up in one note, and the securities left. The bank did not want to have so many notes, and so I took up the others and consolidated them into one.

Q. At the time that that was done, did you deposit any additional security?—A. I don't know that I did; they had plenty of security there.

Q. I understood you to claim that all the time the bank was abundantly secured in the way of these stocks or certificates, for your indebtedness?—A. Yes.

Q. And that if the bank is not so secured now they have disposed of those certificates and have not given you the proper credits for them?—A. That is what I claim. At any rate they do not account for them.

Q. Have you had any settlement with the Freedman's Bank?—A. I tried to settle with them, but could not.

By Mr. BRADFORD:

Q. Did they make any exhibit to you of the collaterals which they had on hand at the time you made the tender of settlement?—A. Several of them. (I do not mean the commissioners, I mean Mr. Stickney.)

Q. What securities of yours were wanting at the time you offered to settle with the bank?—A. I do not recollect now.

Q. What amount of them was wanting?—A. I think that there was a difference between Mr. Stickney and myself of some forty or fifty thousand dollars.

Q. Did that matter rest entirely within your memory or did you have some memoranda or account-book or something to which you referred?—A. Yes, we all had our papers there together. He was up at my office several times.

By Mr. RIDDLE:

Q. Did you keep an account of the auditor's certificates deposited in the bank?—A. I did; I could account for them.

Q. Did you keep an account written down?—A. I think I did.

By Mr. STENGER:

Q. You did not dispute the notes which the bank held?—A. Certainly not.

Q. These notes are signed by you?—A. Yes.

Q. But you insist that the bank has realized more money than it has given you credit for out of your securities?—A. Yes.

Q. To the extent of forty or fifty thousand dollars?—A. I cannot tell that, of course; somewhere about that.

Q. Do you mean to say, from the accounts which the bank has rendered you of the collateral securities which it now holds, that other securities which you deposited with the bank for your indebtedness have disappeared?—A. I do not know what they have done with them; they do not account for them.

Q. That you have not received credit for them?—A. Yes.

Q. You said a while ago, in answer to a question of the chairman, that you had paid no bonus for any loan; do you mean to be understood as saying that the cash which you procured from the bank cost you nothing whatever in addition to the 10 per cent. interest which you paid?—A. I mean to say just exactly that.

Q. You spoke of a pipe-contract, and said that while it was running you had procured some loans from Mr. Eaton and from Mr. Stickney, the actuary and assistant actuary of the bank.—A. All the operations with Eaton and all the loans made by me with Mr. Stickney were paid. Mr. Eaton got the money and paid everything up that he had anything to do with in regard to that pipe-contract. He collected it himself.

Q. I was about to ask you whether Mr. Stickney, who was the assistant actuary at that time, was cognizant of the fact that Mr. Eaton was a partner with you in that pipe-contract.—A. No, sir. Mr. Eaton was not a partner.

Q. He was interested with you?—A. Yes; I do not know that Mr. Stickney knew anything about the matter; I do not know that anybody did.

Q. You do not know whether he knew it or not?—A. I do not. I presume that he did not.

Q. State what the interest of Colonel Eaton in that contract was.—A. That would be hard to tell. My recollection of it is, that after I got through with the contract, and got the money for it, after settling all the expenses in regard to it, I gave Mr. Eaton half of the profits, which were very small.

Q. Was that in pursuance of an agreement with him at the beginning?—A. Yes.

By Mr. BRADFORD:

Q. Did that agreement cover anything else?—A. No, sir.

Q. Did he have any interest in any other operation in which you were engaged at that time?—A. No, sir.

By Mr. STENGER:

Q. What was the consideration which Mr. Eaton was to give for which he was to receive half of the profits of that contract?—A. Mr. Eaton had always been very clever to me. He was building a house at that time, and was trying to struggle through. I wanted to get the contract. I could run it in with my other work without its taking much of my time, and I wanted to help Eaton a little. He helped to get me this contract, that is he talked for me in the matter. I put in an open bid, underbid the other parties, and got the contract.

Q. I understand you to say, then, that Mr. Eaton went to the board of public works and interested himself in procuring this contract for you?—A. Yes. That was before any arrangement. I do not know that he interested himself any more than to say that, all things being equal, he would be glad to have me get the contract—a thing which any friend would do for another.

By Mr. BRADFORD:

Q. Was that the sole consideration which induced you to let him in as partner?—A. There was no consideration whatever as I consider it. I had made the arrangement with the bank to cover the amount of money which I wanted for a short time, while the pipe was coming from New York here. I had to pay for it in New York, and to ship it here, and as soon as it arrived here I turned the bill of lading over to the bank, and the money was obtained from the board of public works. Up to 1871 or 1872, the board paid pretty generally in cash, as it had \$4,000,000 to work on.

By Mr. STENGER:

Q. Mr. Eaton invested no money in the enterprise?—A. No, sir.

By Mr. BRADFORD:

Q. At the time you made this arrangement you knew that Mr. Eaton was actuary of the Freedman's Bank?—A. Yes.

By Mr. STENGER:

Q. I understand you to say that Mr. Eaton had been clever to you and that he was building a house?—A. Yes; I had known Mr. Eaton a long time. I do not think that any business transaction I had with Mr. Eaton had anything to do with the bank. I do not think that I got one single advantage in the bank over any other man who made a loan there. I know that I did not.

By Mr. RIDDLE:

Q. Did you think that it would facilitate you in getting money at the bank?—A. No, sir. The arrangement for the money was made before I mentioned the thing to Mr. Eaton.

By Mr. STENGER:

Q. You agreed to give him one-half of the profits of that contract which you supposed would involve an expenditure of over \$100,000?—A. I could not tell how large the expenditure would be.

Q. You agreed to do so out of pure personal friendship?—A. Yes. This payment to him did not cover the entire amount. It was only for the first few ship-loads that came in. The arrangement expired about the time that Mr. Eaton left the bank. After that I had no transaction with him at all. I gave the bank a power of attorney to collect this money, and put up ample security, of course. When I received the shipments I took the bill of lading and carried it, with the statement of the expense in New York, and deposited it with the bank, and as soon as the thing was turned over they sent and collected the money.

Q. You had procured two real-estate loans from Mr. Eaton before that time or about that time?—A. No, I think not.

Q. Those loans were procured in 1871, were they not?—A. I think not. I think I had got \$2,500 on real estate at one time, and subsequently \$1,500. I do not recollect exactly. It was when I first bought the property, and when I commenced building. I do not recollect the date.

Q. Mr. Eaton left the Freedman's Bank in 1872?—A. Then that must have been in the fall of 1871. These loans have been all paid.

Q. Do you know in what month of 1872 Mr. Eaton left the bank?—A. I do not.

Q. There is a loan of \$6,000 to you in June 1872; was that obtained from Mr. Eaton?—A. I do not remember whether it was or not.

Q. And there is one for \$5,000 on August 2, 1872?—A. That got from Mr. Stickney. That has also been paid.

Q. You cannot recollect whether the \$6,000 loan was from Mr. Eaton or Mr. Stickney?—A. I think it was from Mr. Eaton, but I do not recollect.

(The clerk stated that it appeared from the minutes of the board of trustees that the resignation of D. L. Eaton was accepted on the 11th July, 1872.)

By Mr. RIDDLE:

Q. You think that the bank on a fair settlement has been paid all the loans made to you.—A. I think so.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, D. C., April 13, 1876.

Committee met at 11.30. Present, Messrs. Douglas, Bradford, Riddle, and Frost.

ROBERT H. T. LEIPOLD sworn and examined.

By the CHAIRMAN:

Question. State your occupation and residence.—Answer. I am one of the commissioners of the Freedman's Savings and Trust Company. I reside at 934 P street, Washington.

Q. As one of the commissioners of the Freedman's Savings and Trust Company you are, I believe, the principal business man of the commission, and most familiar with the books and business of the institution, are you not?—A. Yes, sir; I believe so.

Q. State, if you please, all you know about the manipulation of the securities deposited with the bank in trust for what is called the Rost Home Colony, in Louisiana.—A. About the time we were writing our first report to Congress, in December, 1874, Mr. Robert Purvis, one of the commissioners, came in and asked me if I knew that Mr. Stickney was using part of the money of the bank. I told him no, that I guessed that was a mistake. He said it was something in connection with the Rost Home Colony. I thereupon remembered that upon some inquiry made from the War Department I had occasion to look, among other accounts, to this account, and I found it closed. After Mr. Purvis told me that I went to the books, and found that the account had been closed by the withdrawal of, I think, some \$17,000. I looked up the checks by which the money had been withdrawn, and found that they were signed by George W. Stickney as actuary, for the Rost Home Colony. I then went to Mr. Stickney and called him to account, and asked him what it meant, and why he had not told us about it before. He said he was in hopes of fixing it up every day, and to straighten out the matter without burdening the commissioners with any information about it. He then stated that the original funds deposited were in United States bonds; that at the time of the run on the bank, in September, 1873, I think, he sold the bonds and used the proceeds in paying depositors; that to secure the Rost Home Colony he withdrew from the assets of the bank a note by George Mattingly for \$15,000, and another note of a man by the name of Terry for \$1,500. I asked him to show me these notes, and he showed me Mattingly's note for \$15,000, and said that the Terry note had been paid. Said I, "What has become of the money?" He said, "I will go now and get it;" and he went and brought in to me \$1,856.94 in money, being the proceeds of the Terry note, and some interest that had been collected on the Mattingly note. Upon further inquiry I learned that he had deposited this interest in some of the banks, to his own private credit. Of course I was not very well pleased with that, and that was one of the reasons why Mr. Stickney soon afterward had to leave the bank. Since that time we have collected other interest on the Mattingly note, and the principal of the note, too, recently. All the money that we have obtained, either from Mr. Stickney, or from the notes, or interest, we have placed to the credit of the Rost Home Colony.

Q. Prior to the conversation with Mr. Purvis to which you refer, and to your subsequent interview with Mr. Stickney, had he mentioned the subject to the commissioners, or called their attention to that transaction?—A. No, sir.

Q. Do you know anything of the debt of Juan Boyle, which I see reported by the commissioners? If so, state all you know about it.—A. In my examination of the assets of the bank, I found a note of Juan Boyle for \$29,000, with \$1,000 indorsed on the back of the note as paid the very day the note was made. In looking up the securities for the \$29,000 note, I found that the security consisted of some Southern railroad-bonds to the extent of a few thousand dollars, I forget the exact amount, and an overdue note of the directors of the Georgetown College, which was represented to me by Mr. Stickney as being secured by first mortgage, but which, upon examination, it was found was secured by second mortgage,

and that the first mortgage covered the full value of the property, so that we never got anything out of it.

By Mr. FROST :

Q. Is the Georgetown College insolvent?—A. No, sir.

Q. They would not be relieved from paying then, even if there was no mortgage.—A. I beg pardon; it was not the note of the Georgetown College. It was the note of Juan Boyle after he was a director of that college, and indorsed by them, and not protested. It came into the possession of the bank after its maturity. The Georgetown College could not be held liable. I had not a very high opinion of Mr. Boyle. I had heard of some of his transactions, and, of course, that was one of the first notes I took up to see what we could do in regard to collecting it. I made some inquiries about how the debt accrued, and found that Mr. Boyle was allowed to withdraw notes from the bank, such as he would select, for the purpose of negotiating them. And I found upon the loan-clerk's scratch-book that, under date of June 30, 1874, (one day after the bank was legally closed,) a number of these notes were charged up as paid; and they were counterbalanced by this note of Boyle's for \$28,000, and another note for something over \$4,300. The other notes were paid by the Boyle notes, so far as the books show. The Boyle notes themselves, however, bear date May 6. Mr. Stickney stated to me that the transactions virtually took place on the 6th of May, 1874, but that they were not entered on the books of the bank until the 30th of June, 1874. I do not remember exactly whose notes they were, but I know that a number of them were given by some members of Mr. Boyle's family. They were amply secured. They were given to Mr. Boyle for the purpose of negotiating and bringing the proceeds to the bank, which he failed to do, and then, when the bank was closed, of course it was necessary that the notes should be entered as paid, and they were so entered.

Q. Do you mean that they were entered as paid, when they were not paid?—A. They were paid by his own individual notes; at least I think that the notes that were given in payment were made by Boyle & Co. Then, in addition to the security I enumerated for the \$29,000 Boyle note, there had been deeded by Boyle to Mr. Stickney a lot of land on M street, which was deeded to him absolutely, but, as it is alleged, with the understanding that the benefit of the property should inure to the Freedman's Bank as security for this \$29,000 note. Upon examining into that property, we found that there were prior mortgages for its full value, in our estimation, at the time the property was deeded to Mr. Stickney. There were then in process of erection a number of brick buildings upon the ground, and we invited estimates as to the cost of finishing those buildings. We found that if we assumed the prior mortgages, and paid out sufficient money to finish the buildings, their cost would be much greater than the amount we could ever hope to get out of them, and we did not feel as if we could buy the property and pay the prior mortgages; so that the notes are virtually unpaid to-day.

By the CHAIRMAN :

Q. If I understand you correctly, in accounting for the Boyle debt, you state that he was allowed to withdraw, from time to time, securities held by the bank, which he converted into money, but did not account to the bank for?—A. I do not know whether he converted them into money.

Q. But he was allowed to withdraw them?—A. Yes, sir; the books show that the notes were withdrawn by Boyle and paid for by Boyle's own note.

Q. And not by the delivery to the bank of the proceeds of his notes?—A. No, sir; but by the notes of Boyle & Co., I think.

Q. You say that the property on M street which was deeded to Stickney as security for that note, was afterwards sold. Do you know what it sold for, and who was the purchaser?—A. I do not remember exactly what the property was sold for, but Mr. Stickney became the purchaser of it.

Q. Did it sell for enough to pay the first mortgage, and pay anything to the bank?—A. No, sir.

Q. Who was the Co. of Juan Boyle & Co.?—A. A gentleman by the name of Frank Barnum, I believe, was the other member of the firm.

Q. Have you ever examined the books carefully in regard to the loans of J. V. W. Vandenberg?—A. I have made some examination of them.

Q. Have you or not discovered that the notes on their face call for the precise amount of money paid over to Vandenberg, or whether a margin in the shape of discount was deducted?—A. I never discovered any discount. I think whenever a note was entered up on the book, the book apparently shows that so much money, the face of the note, went out to Vandenberg.

Q. There is nothing to show that there was any discount retained?—A. I think not, so far as my examination extends.

Q. What were the character and value of the securities deposited by Vandenberg for his loans?—A. Of course I can only give you information of such securities as came into our hands when we took possession. There was \$3,000 in Second National Bank stock;

\$69,000 in eight per cent. District of Columbia bonds, with accrued interest ; \$27,836.40 of auditors' certificates ; \$12,000 of auditors' certificates additional, a separate lot ; \$1,425.90 of bills against the old corporation of Washington, which have since been disallowed by the District government ; a claim for \$1,808.63 for an auditor's certificate, which was lost before the failure of the bank ; \$10,983 in acceptances by the board of public works. That constitutes all the securities that came into our possession. That differs from the statement given in the margin of our first report to the extent of \$15,000, in auditors' certificates, which we never received, and we have never been able to ascertain anything definitely about them. It must be borne in mind that when most of these securities, as they are reported in our report, were given to us, they were in the hands of the District government, or, at least, claims for them were pending before the District government, and, when payment was made to us by the District government we found this deficiency of \$15,000 in the amount as given to us by Mr. Stickney when we took possession. I remember writing a number of letters on the subject, and I have made personal examination in the office of the board of audit, but have failed to find out anything satisfactory about the \$15,000. It was represented to us, both at the board of audit office and by Mr. Lay, to whom Mr. Stickney seems to have entrusted the collection of that \$15,000, that the \$15,000 in auditors' certificates were filed in the office of the board of public works, in Mr. Willard's office, the very day that the act of Congress which made a change in the District Government passed, and that somehow or other, in the confusion of transfer, they were lost.

Q. What were the certificates and bonds which actually came to your hands?—A. About \$90,000.

Q. What does he still owe?—A. His present indebtedness, exclusive of interest, seems to be \$124,240.93.

Q. I want to know the relative value, so far as appearances indicate, of the securities actually passed over to you, and the amount of the indebtedness at the time they came into your possession?—A. At the time they came into our possession the indebtedness was \$160,088.38.

Q. Were not all, or most, of the loans to Vandenburgh made from the available fund which, according to the charter of the company, was to be kept on deposit, at interest or otherwise, always in an available form?—A. I believe so. That is, the book show these to be entered up in the available loan ledger.

Q. Which means that they were loaned from the available fund?—A. Yes, sir.

Q. With what officers of the bank do these available loans appear to have been negotiated?—A. I could not tell you whether anybody else was cognizant of the transactions aside from Mr. Stickney, or not. They appear in the regular books of the bank, entered up by the loan clerk, just the same as the other transactions of the bank.

Q. There appears in the first report of the commissioners a loan to James G. Berret, president, of \$23,500. Of what was James G. Berret president ; in whose name and how was that loan negotiated, and what security was given for the same?—A. Mr. Berret was president of the Washington Club ; the loan was negotiated in his name, and the security was a deed of trust upon the property on New York avenue, on which their club-house is located.

Q. Was that security, when taken, sufficient to secure the loan? If so, why has it not been collected?—A. Yes, sir ; I consider the security ample for the loan, and the debt has been collected.

Q. Since that first report?—A. Yes, sir ; since the first report ; it is reported in our last report. After the maturity of the note, the debt was paid at 6 per cent. interest—after maturity—against the protest of the commissioners. After the maturity of the note, Mr. A. R. Shepherd called and asked that a statement should be made up between the bank and the club ; and when he demanded the statement he said he would pay interest at 6 per cent. after the maturity of the note, and that we would have to take that or nothing.

Q. Had he frequently told you that there was no use in collecting that debt, as it was carrying 10 per cent., and that was more than you would get if the money lay in the Treasury?—A. I do not know that it was frequently ; it was once or twice. He had asked further delay, and said there was no use in pressing it, because the money was bearing 10 per cent. interest.

Q. What is the Washington Club?—A. I do not know, except that it is an organization of gentlemen. I do not know for what purpose.

Q. Is it an incorporated body?—A. I do not know that.

Q. Mention some of the members of it, as far as you can do so.—A. I am unable to mention any. I know nothing whatever about the club. I never have been brought in contact with it, except in this particular transaction, and then only with Mr. Shepherd and Mr. Olmstead.

Q. What Olmstead is that?—A. He is a member of the firm of Kilbourn & Latta. He also came to see me with reference to this dispute about interest once or twice.

Q. What did he say about it?—A. About the same thing—that we ought not to press the collection of the debt. I forget whether he made use of the language that it was carrying 10 per cent. interest ; I think very likely he did. He and Mr. Samuel Cross came to the bank finally, and handed us a check in payment of the debt.

Q. By whom was that check drawn, and by whom payable?—A. I do not remember that.

I think it was drawn by Mr. Cross, payable to the commissioners of the Freedman's Saving and Trust Company.

Q. Who is Mr. Cross?—A. He is an insurance agent. I think he took a new mortgage upon the property, and paid this one.

Q. Have you a suit or suits pending against Vandenburg? If so, state whether or not he resists that claim, in part, on the ground that the securities deposited by him have disappeared, or been converted, and no credit given him for the amount.—A. We have a suit pending against Mr. Vandenburg. So far as we are informed, it has been resisted in the court simply by a demurrer to our right to sue; which demurrer has been overruled and leave given to answer. The answer has not yet been filed.

Q. You do not know what defense he would make on the merits?—A. No, sir. He has, however, incidentally, in conversations with me before the suit was brought, made various claims that the bank was obliged to take the securities which he deposited there, at their face value; that that was one of the agreements between him and the officers of the bank, and then, again, that securities had disappeared, or at least, that we had no account of them, and he had never received credit for them. I never put much faith in that statement, however.

Q. You have stated before that there was \$15,000 deposited there, of which no account can be rendered.—A. There is no evidence on the books of the bank of the \$15,000 referred to as being missing. It was merely one of the items given to the commissioners by Mr. Stickney, as being on deposit with the board of audit.

Q. You might not have known that the \$15,000 was missing, but he probably did?—A. He might have known it.

Q. Are not the books of that bank in such a confused and intricate condition as to render it extremely difficult to find out the true condition of any account from them?—A. I would not want to make it so general as that. The books are in a very bad condition, especially the books containing the record of the deposit accounts.

Q. Do you know anything of a debt due to the bank from George D. Johnson, amounting to \$5,694?—A. Yes, sir.

Q. State what you know about that.—A. In answer to that question I state that there were turned over to us, long after we had taken possession of the affairs of the bank, by Mr. J. W. Alvord, the former president of the bank, two notes for \$5,690.64 each, one given by Leonidas Scott to the order of George D. Johnson, and indorsed by the latter, and the other drawn by George D. Johnson to the order of Leonidas Scott, and indorsed by the latter. These notes, Mr. Alvord stated to us, were the proceeds of certain lumber sold by him to Scott and Johnson.

Q. Did Johnson ever offer you any security for that note of his?—A. I think we have a proposition of his now in the bank, which we have virtually rejected, in which he offers to pay a certain amount of money, I think \$5,000, and to give a mortgage upon certain vacant ground in the southwestern part of the city, provided we would withdraw our suit and waive all claims against Mr. Scott.

Q. Who are Scott and Johnson, and what relations did they bear to the bank at that time?—A. Mr. Johnson was formerly employed in the bank as book-keeper. Mr. Scott is a colored gentleman, supposed to have considerable means, in this city, and he has been carrying on the lumber business with Johnson.

Q. With whom were those notes negotiated?—A. They were taken by Mr. Alvord in payment of lumber.

By Mr. BRADFORD:

Q. Is that the Florida lumber?—A. Yes, sir; that is the Jacksonville lumber.

Q. Does this man Stickney now claim to be the owner of the piece of property that was conveyed to him by Boyle?—A. I think so. The title to that property is in considerable doubt. It has been sold and resold many times.

Q. But he has purchased it and paid off all the incumbrances on it?—A. I doubt whether he ever paid one cent. He was the nominal purchaser.

Q. He is now in possession of it, is he?—A. I do not know how that stands now. I have seen it advertised over and over again. It bids fair to ruin him. I know that.

Q. Are not all the duties of the commissioners now devolved upon you by the other two commissioners, and do not you solely manage the affairs of the bank?—A. I do not know that I can state that.

Q. State to what extent these duties are devolved upon you alone.—A. The general management of affairs is devolved upon me principally.

Q. Is it not only occasionally that the other members have anything to do with the affairs of the bank?—A. Once in a while I send for Creswell to consult him about some matter, because ours is a joint bond, and we are jointly liable, and I hate to take responsibilities in some cases without consultation. Mr. Creswell calls in sometimes of his own accord.

Q. How often?—A. Sometimes he calls in every day, for a few days, and then again he does not call for some time, unless I send for him.

Q. But it is true that you are the only commissioner on constant and active duty?—A. Yes, sir; I give my time exclusively to the bank. I have been there every day.

Q. Could not one man perform all the duties that devolve upon the entire commissioners?—A. That is my opinion; but I dislike to venture it.

(The witness here stated that he had read a statement in some newspaper, in which it was alleged that Mr. George D. Johnson had given some testimony before this committee reflecting on his (Mr. Leopold's) conduct in the matter of taking fees from depositors in the bank for attending to the payment of their dividends; and the witness said that he wished to deny everything of the kind.)

By the CHAIRMAN:

Q. Are you cognizant of any fact or circumstance derived from your inspection of the books, or by your conversations with Mr. Stickney, or any other officer or officers of the bank, tending to show, directly or indirectly, that any officer of the bank was interested in the loans made by the bank?—A. No, sir; all I know is that there must have been very gross negligence, and very gross negligence in the general transaction of the business. That is daily developed by the amount of taxes that were due at the time the loans were made, and which were not investigated. Deeds of trust were taken upon property which, it now turns out, was not the property of the parties, and there was a general looseness in the management of the business.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, D. C., April 18, 1876.

Committee met at 10 o'clock. Present, Messrs. Douglas, Bradford, Stenger, Riddle, and Frost.

JAMES A. NELSON sworn and examined.

By the CHAIRMAN:

Question. State your residence and occupation—Answer. I reside at 1633 Thirteenth street, northwest. I am a contractor.

Q. State whether you have had occasion to obtain loans from the Freedman's Savings and Trust Company; and, if so, state what collaterals, if any, you deposited as security therefor.—A. I have borrowed money from the Freedman's Bank, but always, except on one occasion, I left as collateral District securities—bonds or certificates

Q. Have your accounts with the Freedman's Bank ever been settled up? If so, state whether the securities that you deposited have been properly accounted for to you in the settlement?—A. I borrowed \$1,000 at one time and \$700 at another time, and left securities there of \$2,000 in 18-year District bonds. These bonds were sold, as I was informed, by Mr. Stickney, at 73 cents on the dollar, and the proceeds were applied to pay the thousand-dollar note. He said that the balance was placed to my credit, but I have never received a cent of it since. That left the \$700 note there unpaid. They asked that that note should be settled, and I then asked for my balance from the sale of the \$2,000 bonds, but they refused to give any account of them, and the \$700 note has never been paid.

Q. At the time that Stickney sold those bonds you say that you had two notes at the bank?—A. Yes.

Q. And he applied a portion of the proceeds of the sale of the bonds to pay one of those notes?—A. Yes.

Q. But he did not apply the surplus in satisfaction of any part of the other note?—A. No, sir.

Q. That note still remains unpaid?—A. Yes.

Q. And the balance has never been accounted for to you, although you have called for it?—A. No, sir.

Q. When did this transaction as to the sale of the bonds occur?—A. I think it was about the last of January or first of February, 1873.

Q. Do you know of any other instance where George W. Stickney has disposed of securities deposited with the bank and has failed to account properly for their proceeds?—A. I do not know of my personal knowledge.

Q. Have you since the time first alluded to ever called on Stickney to demand a settlement with a view to obtaining proper credit for the \$460 over and above the amount required to pay the thousand-dollar note?—A. Yes, I have; I called upon him some three months after the bonds were sold. He had said nothing to me about that. I called upon him to ask him about whether he had sold the bonds, or was going to sell them. He then told me he had sold them some time ago. I asked him what he got for them, and he said he got 73 cents on the dollar. I said, "Where is the money?" He said, "I paid the thousand-dollar note." I then went to the bank and I got the note. I asked Stickney for the balance of the proceeds of the bonds, and he said that he had placed the balance to my credit in the bank.

Q. Is that true?—A. That is not true.

Q. The whole of the \$700 note is still held by the bank against you?—A. It is still held against me, but is being sued for in court. I filed an answer against the suit, claiming that that money was not accounted for.

Q. I understand you that the security sold by Stickney was 18-years District bonds bearing gold interest?—A. Yes; gold interest at 7 per cent.

Q. What were those bonds usually selling for on the market?—A. Those bonds at one time were down as low as 55 cents. About the time I first got \$6,000 worth of them in my possession they were down to 55. Then they commenced to go up a little, and from the first of December, 1872, to the last of February, 1873, they had gone up from 55 to 73 and 75.

Q. Was the interest on those bonds usually paid promptly?—A. Yes. I never collected the interest on them myself, but Mr. Stickney told me that on the 1st of January the interest was paid.

Q. So that he not only collected the interest on those bonds at 7 per cent. per annum, but he afterward sold the bonds themselves?—A. Yes.

Q. And he never accounted to you for the proceeds, except that he applied them to the payment of that thousand-dollar note?—A. That is all.

Q. You do not know of anything else of that kind, do you?—A. No, sir.

Q. Do you know of any other person besides yourself who has been similarly treated at that bank by Mr. Stickney or by any of its officers?—A. I know a man by the name of William Schooler, who lives near the corner of Twenty-second and M streets, who has been treated in the same way. He is the only one I know of.

WASHINGTON, D. C., April 18, 1876.

ISAIAH S. WASHINGTON affirmed and examined.

By the CHAIRMAN:

Question. State your residence and occupation.—Answer. I reside at 1807 T street, northwest. I am an attorney.

Q. State whether or not you ever have had any transactions with the Freedman's Savings and Trust Company? If so, state everything in relation thereto.—A. I have had business transactions with the Freedman's Savings and Trust Company. On March 21, 1874, I obtained from the bank a loan of \$75, and gave a promissory note for 60 days, secured. On April 2d, of the same year, I obtained another loan of \$75, and gave my promissory note, secured. In addition to giving my own promissory notes, I gave two orders on the board of public works for \$400—\$200 each. One of the orders was paid in certificates by the recent board of audit of the District to George W. Stickney. The understanding was that Mr. Stickney was to negotiate the certificates and apply the proceeds to paying off these promissory notes. He did negotiate the certificate for \$200, but, I believe, did not apply the proceeds to pay off either of the notes. He received the certificate on November 31, 1874, and never paid a cent of the amount toward paying for either of those notes, and has not as yet done so to my knowledge. Suit was brought against me for the recovery of the two notes by the commissioners of the Freedman's Bank, and I filed a plea setting up that I had paid those notes off by the amount received from those certificates by Mr. Stickney, who was acting as actuary of the Freedman's Bank, or in some other capacity in the bank. He filed an affidavit stating that he had received one of the certificates and had the proceeds, but that he had not applied them to pay off either of the notes, and that he did not consider that he was bound to do so. One of those notes was drawn to the order of Mr. Stickney and the other was drawn payable to my order. The orders on the board of public works were given by me to Mr. Stickney and made payable to his order. One of them he has not received, but the other he received on November 30, 1874.

Q. Was the money which you obtained on your notes the money of the bank?—A. Yes. I made the notes out and went to the bank and drew the money.

Q. Do you know how much Stickney realized on the sale of this certificate?—A. I think he got 68 or 70 cents on the dollar; I am not positive. He only sold the one certificate for \$200.

Q. That would not have overpaid the debt?—A. No; it would not have overpaid the debt, but it would have canceled a portion of it; but he did not apply any of it. He did not give me credit for any part of it, and the bank has sued me for the full amount of my two notes, \$150, with interest. The interest on one note was 10 per cent., and on the other 6 per cent.

Q. Do you know of any other colored person who obtained loans at that bank and whose collaterals were sold and the proceeds not credited to them?—A. I do not know positively; I have only heard that that was the case in regard to James A. Nelson and William Schooler.

Q. Are you cognizant of any other facts tending to show that George W. Stickney had converted securities held by the bank and misapplied the proceeds?—A. No, sir; I am not.

SELECT COMMITTEE ON FREEDMAN'S BANK,

Washington, D. C., April 22, 1876.

Committee met at 10 o'clock. Present, Messrs. Douglas, Bradford, Riddle, and Frost.

CHARLES W. HAVENNER sworn and examined.

By the CHAIRMAN:

Question. State your residence and occupation.—Answer. I am a broker, and reside at College Station, Prince George's County, Maryland.

Q. Have you, as broker, been employed at any time to negotiate loans of the Freedman's Savings and Trust Company? If so, give us a detailed account of your transactions.—A. I have very frequently negotiated loans with the Freedman's Savings and Trust Company. Most of my business was done with that institution during the years 1870 and 1871. We did then a very large business with that bank. Most of the negotiations at that time were made by my partner, Charles A. Sherman. Since then I have occasionally made loans with the bank off and on, but not to the extent that I did in those years.

Q. Explain to the committee why it is that loans which, according to the report of the commissioners, are charged to you, seem to have been secured on the property of one Murdock.—A. Mr. Murdock at that time was building very extensively in Washington, and we were his brokers. He got in bad repute at the bank and Colonel Eaton said he could not discount any more of Murdock's paper; that he was afraid Murdock would not meet his interest. It was then suggested, in order to obviate that difficulty, that Murdock should deed his property to me, and that I should give a deed of trust on the property to secure the loan, giving Mr. Murdock a right to redeem the property within a certain time by refunding the money. Murdock failed to redeem, and the property was sold by the receivers appointed by the court to pay off those loans. Those receivers are now paying off the loans as fast as the cash payments for the property mature. They have already paid part of the loans, I think. That is about the history of the Murdock case.

Q. Did I understand you to say that you obtained accommodation from the bank for Murdock on the security of Murdock's property?—A. For Murdock; but, virtually, for myself, because the property had been deeded to me.

Q. That was a nominal conveyance?—A. Yes; the understanding was that Murdock had the privilege of redeeming.

Q. You obtained the loans for Murdock on the security of Murdock's property, because Murdock could not obtain them himself?—A. Yes; that was it. It was not that the property was not worth enough to pay the loans, but Colonel Eaton was afraid that Murdock would default in his interest, and he wanted the interest promptly.

Q. Are you familiar with the fact, so apparent in the report of the commissioners, that the officers of the bank were constantly allowing the interest-account on almost everybody's notes to accumulate and run on; and, if so, why should they make this exception against Murdock?—A. I am confident that interest-accounts were allowed to accumulate, but the exception was made. Colonel Eaton positively declined to do any more business in the name of Murdock. He would not do it without a responsible name on which he could rely to get his interest.

Q. You say that the notes put in in your name, and for the benefit of Murdock, were discounted at the bank?—A. Yes.

Q. At what rate?—A. Ten per cent.

Q. I want to draw a distinction between a discount and a loan at ten per cent. interest.—A. The notes drew the full face with the interest accruing.

Q. Have you any knowledge of the fact that the actuary or any officer of the bank was directly or indirectly interested in any loans negotiated by you or by any other person?—A. No, sir; I have not. I know that on several occasions a part of our commissions was paid to Colonel Eaton for discounts which he procured for us, and which he said was outside money not belonging to the bank. He always claimed it as outside money which did not belong to the bank.

Q. How were the notes drawn on which these payments were made in the commission on which Colonel Eaton shared?—A. As well as I can recollect they were an ordinary deed of trust note, made payable to some second party and indorsed by that second party, and just passed over to Colonel Eaton.

Q. Were they carried to your account on the books of the bank?—A. That I cannot tell, because I never saw the books of the bank.

Q. In settling for the notes negotiated by you, did you have a private, personal settlement with Colonel Eaton, or did you settle with him as actuary of the bank?—A. The notes were generally in the bank for collection. Sometimes we would go into the bank back room and call for a certain note, and pay the money. I do not know what became of it.

Q. There were a number of those notes drawn by you which appear by the commissioners' report to be still unpaid. Have you examined that report; and, if so, will you state whether you recognize any of them as the notes negotiated by you with Colonel Eaton and in the commission of which he shared.—A. I do not think there is a single note unpaid in which he shared the commission. I should have said that those negotiations where Colonel Eaton

received that commission were made by my partner most of the time, if not the entire time, and that the commission was charged on my cash-account as so much commission to Colonel Eaton on such and such loans. I am speaking of the firm when I say "I."

Q. Was there any commission paid to Mr. Eaton on notes negotiated by you or your firm for Murdock with the bank?—A. There was no commission paid to Colonel Eaton on any of them that I remember.

Q. What notes were they on which commission was paid to Colonel Eaton?—A. I think there was a note negotiated for John Wilkes, son of the Admiral, and I think there was a commission paid on that to Colonel Eaton. It was a temporary loan, loaned on bonds. We took bonds of the corporation of Washington, which he said belonged to a private friend, and we were to return the money or the bonds when called for. That loan was taken up and is now in litigation between Wilkes and ourselves, because there was a loss on the bonds of some three or four thousand dollars. I think the bank held a \$10,000 mortgage of John Wilkes at the time of the failure of the bank, upon property which is near the Baltimore and Ohio Railroad depot.

Q. Are you apprised of the fact that at one period of the company's history, or soon after the amendment of the charter in 1870 allowing the bank to loan money on real-estate security, the bank encouraged and was generally besieged by brokers who were negotiating loans for outside parties?—A. I am apprised of the fact that a good many brokers besieged the bank for loans, and I judge that a majority of the loans were negotiated through brokers.

Q. Did it not become, in consequence of that change, the policy of the bank to receive and entertain brokers that came in to negotiate loans rather than parties who wanted the money themselves?—A. I think myself that that was very much the case. It appeared to be the case.

Q. Are you prepared to state whether the funds which you obtained from Mr. Eaton and in the commission on which he shared, were in fact funds over which he had individual control, or were the funds of the corporation?—A. I had only his word for it.

Q. Did you know of any business or employment outside of his connection with the bank that would probably have placed Colonel Eaton in funds?—A. None whatever. It was always a mystery to me where he got the funds.

Q. By reference to the commissioners' report of December 15, 1874, there appears to be a real-estate loan to John Wilkes of \$10,000, dated September 16, 1870. Is that the loan the commission on which was partly paid to Colonel Eaton?—A. I have been thinking that question over in my mind for two or three minutes, and I cannot convince myself that it was or that it was not. It strikes me very forcibly that when we were called upon for the bonds we had to return the bonds, but that after that Eaton gave us the money out of the bank. I will not be certain of it. I cannot recollect all the facts connected with it sufficiently to speak positively, but it strikes me very forcibly that that is the same loan, although the negotiation was made with the bank at a different time.

WASHINGTON, D. C., April 22, 1876.

WILLIAM SCHOOLER sworn and examined.

By the CHAIRMAN :

Question. State your residence and occupation.—Answer. I reside at 2015 M street, N. W. I am a contractor.

Q. Have you had any dealings with the Freedman's Savings and Trust Company? If so, state what they were, and how you stand with the bank at this time.—A. When the bank first opened I deposited \$20, and became a regular depositor. As I progressed in business I deposited money there until the time that the bank failed. I made a loan from the bank once of \$3,000, and gave Mr. Stickney, the actuary, a power of attorney to collect from the board of public works an account of seven thousand and some hundred dollars due to me. I paid ten per cent. interest on the loan, and when I got my work measured Mr. Stickney collected the money and settled with the bank and paid every dollar I owed.

Q. Did you make any other loan at that bank?—A. I did not. Mr. Stickney went into partnership in another job of work after that.

Q. Were you partners in that job?—A. No, sir, we were not. I had a couple of contracts, and I suggested one day to Mr. Stickney that if he had any surplus money, and would furnish it, I would execute the work and would give him half the profits. He told me he would look over the matter. I told him that he would make his money pay more in this way than by a percentage. The next day we made an agreement. I believe that the amount of money expended in the work was about \$12,000. Mr. Stickney had a power of attorney for both jobs, to collect and receipt for the money coming to me.

Q. Was the money advanced to you on that job advanced from the bank?—A. Mr. Stickney kept his bank-account there, I suppose. He said it was his individual money.

Q. Did you get the money out of the bank?—A. Yes.

Q. Did he get half of the profits?—A. He got the full amount of his advance back and one-half the profits.

Q. Is there any instance where the securities deposited by you for a loan had been converted and not accounted for to you?—A. No, sir.

SELECT COMMITTEE ON THE FREEDMAN'S BANK.

The committee met at 10 o'clock a. m. Present: Messrs. Douglass, Bradford, Riddle, Farwell, Hooker, Frost, and Rainey.

WASHINGTON, D. C., April 29, 1876.

JUAN BOYLE sworn and examined.

By the CHAIRMAN:

Question. State your residence and occupation.—Answer. I reside in Washington, D. C. I have not any occupation at present.

Q. On page 31 of the report of the commissioners of the Freedman's Bank, dated 15th December, 1874, there is an entry as of May 6, 1874, "Juan Boyle & Co., \$29,000, due May 6, 1875, secured by real-estate note for \$10,000 and \$3,000 in bonds of Selma, Marion and Memphis Railroad Company." Please state all the circumstances attending the negotiation of that loan, and what has since transpired in regard to it.—A. Shortly before the panic of 1875 I was indebted in a small amount (some few thousand dollars) to the Freedman's Bank. I went to Mr. Stickney and gave him a fee-simple deed (with the word "trustee" inserted) of lots on M street, between 23d and 24th streets; about 14,000 square feet of ground. There was at that time a small incumbrance on the property. Mr. Stickney loaned me, I think, \$3,000 in 8 per cent. gold-bearing bonds of the District of Columbia, which were worth then about 80 or 85 cents on the dollar. That was before the closing of Jay Cooke & Co. At the time of the panic, either the day or the day after Jay Cooke & Co. closed, a gentleman came into my office and told me that Mr. Stickney had just gone to Moses Kelly to borrow from the Metropolitan Bank \$5,000 in currency to assist in running the Freedman's Bank for that day, as that bank had an hour longer than the others to run, and that he did not think Mr. Kelly would let him have the money, because all the banks at that time were afraid to part with their currency. I had in my safe \$19,000 in cash, and I took \$10,000 of it to the Freedman's Bank. When I reached there I found a great crowd of depositors, who were drawing on the bank, and a majority of the clerks were in a great state of excitement. This was either the day or the day after the closing of Jay Cooke & Co., which was the 18th of September, 1873. It was certainly not later than the day after. When I went into the bank-room I found a number of gentlemen assembled, who I understood were members of the finance committee and of the board of directors. The president, Mr. Alvord, walked forward to the middle of the room, and I told him what I had called for; that I had \$10,000 in cash to give the bank. He told me that he had just given orders to close the bank, as they had not sufficient money to run it with. I think he told me then, or that some one connected with the bank told me afterward, that the money on hand had run down to \$4.20 or \$2.40, and there was then nearly an hour before the time for closing. I offered Mr. Alvord the \$10,000 without saying a word to him in regard to security, payment, or anything else. He hesitated for a few minutes, when several gentlemen from among the board of directors called out to him, "Take it and give him anything he wants." I think that one of the gentlemen who made that remark was Professor Langston. There was an old gentleman from Baltimore present, Mr. Albert, who I understood was one of the directors, and I think that Mr. Purvis was also there. I said to Mr. Alvord, "Take the money and you can fix with me afterward." He immediately went behind the counter and deposited the \$10,000. A few minutes afterwards he came back, and Mr. Alvord and myself went over to the Treasury. At that time I had not seen Mr. Stickney or spoken to him on the subject. Mr. Alvord and I went to the Treasury building and into the Register's office, where Mr. Alvord got the Register to transfer a lot of currency-sixes which were owned by the bank. He came back again and I think he gave me \$20,000 of those bonds, which I carried over and put into my safe. I went back to the Freedman's Bank, perhaps later in the evening, or it may have been the following morning very early, and gave the bank \$9,000 more. Mr. Alvord and Mr. Stickney talked with me in regard to my going to Baltimore to try and make some loans for the bank. I went to Baltimore, and I think I got \$15,000 in currency that day. When I reached Baltimore the banks there were in an apparently sound condition, and they seemed perfectly satisfied to let out currency. When I came back to the Freedman's Bank they told me that they had failed to get what they had expected in New York and that they wanted a very large sum of money. I told them that I thought I had found a place in Baltimore where I could borrow on their bonds. Mr. Alvord therefore gave me some more bonds and I went back to Baltimore with them. The second installment of bonds were handed to me by Mr. Alvord, and the first installment by Mr. Stickney. Before going to Baltimore I told them that I had some securities of my own which at that time could not be used, and that as I was working for the bank and had already sustained the bank and prevented its closing, I should have some of the money for my own use. They told me that if I would go to Baltimore I should have for my own use any money that I wanted, and I think that at that time I used some three or four thousand dollars of the money belonging to the bank. I do not recollect how many bonds I negotiated in Baltimore. I never sold any of them but \$10,000, but I borrowed money upon them, of course at a high rate of interest. When I returned the bank officers all seemed very much pleased with my action, and on several occa-

sions they sent over employes of the bank to see me with regard to my transactions, and sometimes they brought money over from Baltimore to the bank. A few days after that Professor Langston met me and told me that the board of directors were so pleased at my action that they intended to give me a vote of thanks, (which did not pay very well,) and Mr. Stickney and Mr. Alvord told me that I should be well paid for my services. I think that the bank took advantage of the sixty days' notice which the law allows to savings banks, and when the time was nearly expired and they were expecting a run upon the bank they employed me to negotiate their real-estate securities or any other securities that they had. I went to Baltimore again and took up the Government bonds which I had deposited there, and put in their place District securities, and when that loan fell due I went over again and negotiated the real-estate loans with the parties who gave me the District securities in place of them.

Q. What do you mean by District securities?—A. I mean bonds of the District of Columbia which were held as collateral by the Freedman's Bank. These securities were then the same to the bank as cash, while their mortgages were not. All the time during these negotiations Mr. Stickney held the lots on M street which I have just mentioned. I told Mr. Alvord several times that I expected the bank to assist me in paying off my debt on this property. Mr. Stickney made an agreement with me to allow me to go on and build the houses, which I did. It had never been settled what I was to receive for my services to the bank. Of course I know that they were worth a great deal, and that the money which I advanced to the bank was worth a great deal more, so that I expected to claim at that time what I have since claimed, \$10,000, and I have now a suit in court against the bank for that amount. I expected a credit of that amount on my debt to the bank, and I expected the bank to give me every assistance that it could to pay my debt. I started the houses and Mr. Stickney gave a deed of trust to Mr. William H. Ward, for me, (I giving the note,) for \$14,000, to secure him for lumber and material of all kinds furnished for the houses, and for a certain amount to be paid to the brick-layer, as that was the heaviest item. The building went on and the houses were under roof and nearly completed when the Freedman's Bank was closed. Mr. Stickney then came to me and said that my account was an open account and that it had not been entirely settled up. At that time the credit of Juan Boyle & Co. was supposed to be good for twice the amount—I mean their individual note without any security.

Q. You mean that it was good for \$28,000?—A. Yes. I mean the note of Juan Boyle & Co. was supposed to be good, (and I thought it to be good,) for at least \$28,000 without any security, as my partner was a very wealthy man, and I had made a great deal of money myself. I gave the note for \$28,000 with the expectation that I would, of course, be allowed this credit of \$10,000. I deposited \$3,000 in Selma, Marion and Memphis Railroad Company's first-mortgage bonds, which were secured by the indorsement of the State of Alabama, and which bonds at that time were worth, I think, about 60 or 70 per cent. I also gave a note of \$10,000 secured as a second mortgage on lot 9, square 54, for which I had paid over \$16,000. The bank also held the trust on this M-street property. After the commissioners were appointed they apportioned out this debt of mine in this way: \$21,000 on the M-street houses, and the remainder to go against the \$10,000 note, the second mortgage, and the Selma, Marion and Memphis Railroad bonds. Mr. Stickney came to my office, and told me that he had given a note to the bank for \$21,000, which he wanted me to sign. I went over to Mr. Leipold and had a talk with him on the subject. I first proposed that the bank should allow me to finish the M-street houses with the bank-money, and that then I would permit the houses to be sold, and thought that the price they sold for would settle everything. He said that he would consider the matter, and, I think, the next day he declined my proposition. I then proposed that the bank should finish them, and he declined that proposition also. I told him then that I thought that all things should be taken into consideration—the services which I had rendered to the bank—and that I ought to have some assistance from the bank to enable me to finish the houses; but that if they did not give me any other assistance, they, at least, ought not to embarrass my position by recording this \$21,000 note which Mr. Stickney had given to the bank without consulting me, (although he considered that he had a perfect right to do so.) This was a note of Mr. Stickney's on this M-street property which belonged to me.

By Mr. FARWELL:

Q. The title to it was in him?—A. Yes.

By the CHAIRMAN:

Q. But with the clause giving him power to sell it for the benefit of the bank?—A. Yes; as a trustee for the bank.

Q. Have you a copy of that deed with you?—A. No, sir; I think Mr. Stickney has the deed.

Q. Had you a written agreement with Mr. Stickney about that?—A. I do not know whether I had or not, but I do not think I had. Mr. Leipold offered me the \$21,000, either to return me the note itself or to give me a credit for \$21,000 on the \$28,000 which I owed to the bank if I would turn over the houses to him. I told him that I thought that proposi-

tion was unfair, because if there was any money to be made out of the houses I should get part of it, and I said that he should give me the privilege of finishing the houses and selling them, and paying the bank the money which I owed it. He said that they would not do that, but that they would keep the note off record; that is how I understood him. I left the bank, and when I went back again I found that the note was on record, and therefore I could never do anything more in regard to finishing the houses. The houses were sold under the deed of trust. I was present at the sale, and did not see any representative of the Freedman's Bank present. Of course the security was entirely sacrificed. There was no one present to run the property up in the interest of the bank, and the property was bid in for, I think, some \$14,000; just the amount that was there in bricks and mortar and in lumber and materials, leaving out entirely the cash which I had paid, and which Mr. Stickney had assisted me in paying on the buildings. In June following the lot that had the second trust of \$10,000 on it was also sold for the first mortgage of \$8,000, and that lot went for \$6,000 and the interest and expenses. The commissioners brought suit against me for the bonds and obtained a judgment, I believe, and I have entered a suit against them as an offset, claiming \$10,000 for my services.

By Mr. FARWELL :

Q. You referred to some securities which you said you had, but which were not salable. Why did you refer to them?—A. Simply to show that I did not get money from the bank without giving something as security, and which was supposed at the time to be perfectly good. They were not bonds; but they were city securities, like notes, &c.

Q. These you deposited for loans which you obtained from the bank?—A. Yes; but not specifying any special amount.

Q. During what time were those services of yours rendered?—A. From the time of the panic in 1873 until the bank closed.

Q. How long was that?—A. About eight months, I think.

Q. What was the class of services which you rendered for that claim of \$10,000?—A. I saved the bank from being closed. I was told, I think, both by Mr. Alvord and Mr. Stickney, that for my services on those two days the officers of the bank would not have hesitated to give me \$5,000 a day. My expenses at Baltimore were from \$25 to \$30 a day, because I was an invalid at the time, and was obliged to ride. On one occasion I was at four banks in Baltimore before the hour for opening, in order to negotiate these matters.

Q. The services which you rendered were in negotiating bonds of the Freedman's Bank?—A. Yes; in negotiating loans. The times were extraordinary, and therefore, of course, the services were extraordinary. These bonds could not be sold to any advantage on account of the closing of the stock-exchange in New-York.

By the CHAIRMAN :

Q. You mean to say that you claimed this compensation of \$10,000 for your services in advancing funds to the Freedman's Bank, and in negotiating the exchange of securities owned by the bank, by which means the bank was kept afloat eight months longer than it otherwise would have been?—A. That is exactly what I mean.

Q. When that note of \$28,000 was given, did it include the smaller loans that you spoke of having previously obtained from the bank?—A. It included everything.

Q. That note, thus executed, represented your entire indebtedness to the Freedman's Bank?—A. So I understood.

Q. You say that Mr. Stickney and Mr. Leipold, in adjusting, or attempting to adjust, this debt of yours, apportioned it so as to allow \$21,000 of the amount to stand against the M street property, and the balance, \$7,000, to stand against the second-mortgage note and the Selma, Marion and Memphis Railroad bonds?—A. Yes, sir; this was after the closing of the Freedman's Bank.

Q. You called on Mr. Leipold, and, in the course of that interview, Mr. Leipold proposed to surrender this \$21,000 note which Mr. Stickney had drawn, (supposing you had sanctioned his proceeding,) or to give you credit for \$21,000, and to take the M street property. Do I understand you correctly?—A. Yes, sir.

Q. Were either of the other commissioners, Mr. Creswell or Mr. Purvis, present during that interview?—A. No, sir.

Q. Had they any knowledge of this proposed arrangement between you and Mr. Leipold, so far as you know?—A. I do not know.

Q. You refused that proposition of Mr. Leipold's?—A. Yes, sir.

Q. And shortly thereafter Mr. Stickney had the property sold under his deed in favor of Ward?—A. Mr. Ward had the property sold in favor of the parties secured.

Q. For working-material furnished on those houses?—A. Yes, sir.

Q. And at that sale no person appeared to represent the Freedman's Bank, and the property was bought in for \$14,000?—A. For something over \$14,000. I did not see any one there to represent the bank, and there were very few bidders present. Most of them I know.

Q. By whom was that property bought?—A. By Mr. Stickney.

Q. Have any of those houses been since sold? If so, state at what prices.—A. I have understood that several of them have been sold. I think they averaged from \$5,000 to \$6,000 apiece.

Q. From whom did you understand that?—A. I understood it from a gentleman who bought one of the houses and had sold or made negotiations for selling one of them. I knew of a house being sold to a Mr. Pendleton for \$4,000 in notes and a piece of property for which Mr. Pendleton had paid over \$3,000.

Q. If there had been a fair competition at the sale of that property when it was sold under the deed of trust award and if there had been any person present to protect the interest of the Freedman's Bank in that property, would it have brought more than \$14,000?—A. Mr. John O. Evans was present at the sale, and I asked him his opinion as to the value of the houses, and the lowest valuation he put upon them was \$2,100 on some of them, and \$4,500 on others. There were nine houses in the row, but there was some arrangement in regard to two of them, which arrangement I do not now recollect. I think that Mr. Stickney had given out a good deal of his own paper to assist in building the houses and that he was allowed two of them, and that the bank was to have the other seven.

Q. You were engaged at that time in the real-estate business?—A. I do not think I was at the time of the sale.

Q. But you had been?—A. O, yes; and I might have been considered so then, although my affairs were about being wound up.

Q. I want your opinion as an expert as to whether those houses, even at that time, if there had been a fair competition, and if there had been an effort to protect the interests of the Freedman's Bank, would or would not have sold for more than enough to pay the \$14,000 due for the material and workmanship on the buildings?—A. They ought to have sold for more than that. There was fourteen thousand feet of ground in the property, which I was told by Fitch & Fox (who are considered among the best judges of real estate in the city) was worth sixty-five cents a foot. Every dollar of the \$14,000 for which the property was being sold was put in the property in the way of material. Besides that a large portion of the money which I received from the bank went for the payment of labor on the houses. The ground was there and the money which I had put in was there and what Mr. Stickney had put in was there, and, therefore, I would say that the property was worth more than \$14,000 because the ground on the opposite corner, which belonged to Mr. Walter Davidge, was held at seventy-five cents a foot, and was not more valuable than that ground.

Q. I understand that long before or some time before the deed was made by Mr. Stickney to Ward in trust to secure the payment for the material and workmanship, you had made a deed of the same property to Mr. Stickney with a clause authorizing him to sell as trustee for the benefit of the bank?—A. The deed is simply a fee-simple deed with the word "trustee" inserted.

Q. What did you and Stickney understand by the insertion of the word "trustee"?—A. That the property was held under that deed as a trustee for the bank by Mr. Stickney to secure some bonds which Mr. Stickney had loaned me. It was not considered that he had loaned anything like the value of the property, and I only had them as a temporary matter.

Q. There was no misunderstanding between you and Stickney about it?—A. No, sir.

Q. It was understood that the real purpose of the deed was to secure the Freedman's Bank for the bonds of the bank which Stickney had advanced you to raise money on?—A. Yes, sir.

Q. Was that a prior lien to any subsequent lien or conveyance made by Mr. Stickney to Mr. Ward?—A. It was. Mr. Stickney made that agreement to assist me to build the houses, and, instead of giving me the money out of the bank to do it with, he simply gave a trust to secure the builders.

Q. In the conveyance which Stickney made he did not secure anything to the bank?—A. It was understood between Stickney and myself that it would secure the bank.

Q. Did Stickney, in his conveyance to Ward, insert any provision for the security of the bank?—A. No, sir; because that provision was already in his deed.

Q. My object is to show that this property was already incumbered for a debt to the bank. That was so, was it not?—A. Yes.

Q. And Stickney afterward incumbered it for the material and workmanship in constructing the houses?—A. Yes.

Q. And when the property was sold the proceeds went to pay for the material and workmanship in constructing the houses and not to pay the bank?—A. That is it.

Q. In those transactions after the closing of the Freedman's Bank, I understand you to say distinctly that you had no communication, directly or indirectly, with Mr. Creswell or Mr. Purvis, the other commissioners?—A. I had not. I may have met Mr. Purvis once, but I never spoke to him on the subject. I do not know that I ever spoke to any of the commissioners except Mr. Leipold.

Q. What became of the Selma, Marion and Memphis Railroad bonds?—A. The commissioners hold them now.

Q. You say that they are guaranteed by the State of Alabama?—A. Yes, sir.

Q. Do you know whether any of them have been converted or whether any attempt has been made to convert them in order to relieve you from the burden of your debt so far as the amount would go?—A. No, sir; I called upon Mr. Totten, the attorney for the commissioners, several times, and he generally stated that the bonds were not worth anything. He told me that Mr. Leipold said they were not worth anything at all, and I have requested

him several times to ask Mr. Leipold to return them to me so that I might make an effort to make them available.

Q. Where are those bonds now?—A. I do not know. I left them with the Freedman's Bank at the time I had the negotiations.

Q. Do you know whether they were ever in the possession of Mr. Totten?—A. Mr. Totten was the attorney who brought the suit against me for \$28,000. I called to see what he was going to do with reference to these bonds, as no credit had been given to me for them. I also got my counsel to call and see him on the subject.

Q. You do not know whether Mr. Totten has the bonds?—A. No; I do not know anything about that.

Q. Did I understand you correctly as saying that the advance of \$19,000, made by you on the day that Jay Cooke & Co. failed, or on the day after, enabled the Freedman's Bank to tide over the run made upon it at that time?—A. I claim that it did, and I claim, besides, that I tided it over with my assistance from that time until the bank closed.

Q. Have you had considerable experience in banking operations; in dealing in money?—A. Yes, sir.

Q. I find on page 40 of the commissioner's report that the total balance due at the principal office on account of what is denominated the available fund, was \$312,968.53. If the available fund of the bank, out of which these loans were made, actually had been kept as the law requires, in an available form, could not the bank easily have met the run upon it, and have survived that run?—A. I suppose that at any other time but at the time of that panic the bank would have had cash enough on hand.

Q. If that available fund had been kept in an available form to the amount of \$312,968.53, could not the bank have met the run made upon it at the time of the failure of Jay Cooke & Co., and have survived that run?—A. It certainly could have run much longer than it did without assistance.

Q. Would there have been any necessity for that amount if that amount of money, in an available form, had been on deposit, for the bank to have sacrificed its securities in order to raise moneys to meet the run?—A. I should think not.

Q. If you have any other statement to make on your examination-in-chief explanatory of any of those transactions on which you have been interrogated, you may make it now.—A. I wish to state that when I made these transactions in Baltimore I did not receive my authority (as stated in the newspapers a few days since) from Mr. Stickney. I received it directly from the president of the bank, Mr. J. W. Alvord. The first authority that I received was directly from him, Mr. Stickney not knowing that I was even in the bank-building at the time, and I understood that it was sanctioned by the members of the finance committee then present. I had also sent to me, by one of the employes of the bank, a certificate, with the seal of the bank attached, authorizing me to make certain negotiations; and another one, to which Mr. Alvord's name was signed, authorizing Mr. Stickney, as actuary, to indorse my paper in Baltimore, for the purpose of raising money there, as I had influence there, which the Freedman's Bank had not. I think that, at another time, I received from Mr. Alvord an order to go to the branch of the Freedman's Bank in Baltimore and get bonds which they had there. I have had transactions with Mr. Alvord amounting to \$20,000, in United States bonds, at one time, and I think to \$60,000 in District bonds at another time, and I do not recollect that he ever asked me for a receipt. The reason I wish to make this statement is, that I read in Mr. Purvis's testimony a statement that I had been sent to Baltimore by Mr. Stickney, and it appeared as though I had no other authority.

Q. State whether you had any of these securities at the time that the bank went into the hands of the commissioners.—A. Not when the commissioners took possession of the building, but I had when they were appointed. I think I had in my possession about \$70,000 of real-estate notes. They were in my safe in the office. I returned all of them. I believe that the books of the bank show that I never sold more than \$10,000 of the United States bonds belonging to the bank, (which I did through Lewis Johnson & Co.,) and that all the negotiations I had were accounted for to Mr. Stickney, or to some officer of the bank, and are now on the books. The reason why I make this statement is because Mr. Purvis states in his testimony that I have never made any account of my transactions with the bank, and that I have never accounted for the bonds which I received from the bank.

Q. You say that in all these transactions you obtained no commission for your trouble.—A. I never received a dollar for commission, or even for my expenses to Baltimore.

By Mr. BRADFORD:

Q. Can you state how much money you raised for the bank during that period?—A. I cannot; I have no recollection.

Q. Can you approximate the amount?—A. I expect it was as much as \$100,000.

Q. Have you any notion as to how much money was expended by the bank during that period in the payment of depositors or their creditors?—A. I have no idea at all. I was occupied so constantly with my own affairs and with the affairs of the Freedman's Bank that I cannot recollect what amount I negotiated for the bank and turned over to it.

Q. Will you state from whom you derived the Selma, Marion and Memphis Railroad bonds of which you speak?—A. I bought them in Baltimore, from Mr. Thomas N. Lanahan, a very prominent lawyer in Baltimore.

Q. How long had you possession of them?—A. I think two or three months.

Q. Do you know anything of the source from which he procured the bonds?—A. I understood that he bought them from an estate in Baltimore, but I do not know what estate it was. I think he told me that they cost 80 cents on the dollar.

Q. Do you recollect when you had this conversation with Mr. Lanahan?—A. At the time I purchased the bonds which was some time before they were turned over to the bank.

Cross-examination:

By Mr. LEIPOLD:

Q. You stated that the conveyance which you made to Mr. Stickney, as trustee, was for the benefit of the Freedman's Bank: was there any such consideration mentioned in the deed itself?—A. No, sir; the word trustee was in the deed.

Q. Was there anything in the body of the paper to indicate that it was given for any particular trust? Was the trust declared in the body of the deed?—A. No, sir; it was not.

Q. Could Mr. Stickney, under that conveyance, have absolutely disposed of that property deeded to him in that manner without any action by the officers of the bank? I ask you that as a legal proposition.—A. I am not a lawyer, and cannot answer it as a legal proposition.

Q. Could Mr. Stickney have given a good title to the property without any corroborative action on the part of any officer of the bank?—A. I do not know what record he made of it in the bank.

Mr. STICKNEY. It is an ordinary deed of conveyance to G. W. Stickney, trustee.

(A copy of the deed was subsequently furnished to the committee, and is as follows:)

Q. State under what circumstances Mr. Stickney gave a note to the commissioners for \$21,000, and secured that note by a deed of trust on this very property.—A. I only have it as stated to me in my office by Mr. Stickney after he had made the note. He told me that he had given the commissioners a note for \$21,000 with the understanding that they would not embarrass me in finishing the houses; that there had been some arrangement made by which the note should not go on record, and that on account of that arrangement he had invested \$800 more just at that time in these same houses; but he afterward came back to me and told me that the deed had been sent down and recorded without his knowing anything of it.

Q. State the circumstances of that conversation which you refer to that took place between you and me, and in which I offered to accept that \$21,000 note and to give you credit for the amount.—A. You had put the deed of trust for \$21,000 on record, which of course prevented my doing anything further in building the houses, as it ruined the credit of the property and stopped the building. I asked you either to let me go on with the building, or to give me money to finish it for the benefit of the bank, or for the bank to finish the houses, and you declared that you would do nothing except take the houses in fee. I told you that I did not believe that it was the purpose of the commissioners to speculate on the necessities of the debtors of the bank, and that therefore I thought that if there was anything coming out of the houses over and above what was due to the bank, I was justly entitled to it. I think that that was the last conversation which we had on the subject. I left, and the sale took place immediately afterward.

Q. You stated that you came to see me with reference to my putting on record that deed of trust, and that it was your impression then that after that deed of trust had gone on record as against this property, there would have been no opportunity for you to have raised any other money on the property?—A. That is it.

Q. Then you came to me, and wished the commissioners to go on and finish these houses, saying that from the profits of the houses your debt to the bank might be paid, and that the difference, if any, should inure to your benefit. Was that the statement that you made?—A. That is the statement that I made.

Q. Did I agree to do anything of that kind?—A. You refused to give me the benefit of the property over and above what was due to the bank, but you still said that you would take the houses just as they stood in fee.

Q. Take the houses for what—for the payment of the entire debt?—A. No, for the payment of \$21,000 of the debt.

Q. What other conversation took place between you and me in regard to that matter?—A. I do not recollect any other unless you give me some reference to it.

Q. Did I make such a remark as this, that the bank could not afford to advance money for the finishing of these houses in order that you might derive profit from it?—A. I do not recollect any such remark.

Q. Why did I refuse to allow you to share in the prospective profits that might be derived from that row of houses? Did I give any reason why?—A. No, but I have my own reason for thinking why you refused.

Q. Give the reason.—A. The reason that I have is because I do not think your feelings toward me were very friendly. I so understood before and since. Therefore I did not think that you were ready to give me any advantage at all, and thought that you would rather in the meantime place me at every disadvantage.

Q. What was the entire amount of the incumbrances on that property at the time that

you wished the commissioners to go ahead and finish that row of buildings?—A. I think it was a little over \$14,000.

Q. What was the nature of the incumbrance?—A. A deed of trust.

Q. Were there any builders' liens or any claims of that kind against the property?—A. I think not.

Q. How many houses were there that had been deeded to the commissioners as security for that \$28,000?—A. There were nine in the row. I never was consulted in regard to the deed of trust, and I never saw it, but I have understood that it embraced only seven of the houses.

Q. What was the condition of those seven houses? How far had they progressed toward completion?—A. They had the floors and roofs. They had the sashes, blinds, and all the material so far as lumber is concerned, with the exception of the steps and the lumber to put up the back fences.

Q. Was that the condition of the whole seven houses?—A. Yes.

Q. Were the seven houses all under roof?—A. Yes, they were all under roof; all but one or two of them had in the sashes and bay-windows, and the lumber for the others were stored in some of the other houses. Some of the houses were further completed than others. Some were entirely plastered, and some were not.

Q. Have you any idea what the probable cost of finishing those houses would have been at that time?—A. I understood that there was a bid made for six thousand dollars odd to finish the entire seven houses. I think I got that information from yourself.

Q. There are only seven houses included in the deed of trust to the commissioners?—A. I do not know that. I know that there were nine houses in the row. You told me that you had an estimate or bid as to the cost of finishing the houses, and I think it was a matter of six thousand dollars odd. I am not positive about it, for at that time I had really lost all interest in the matter.

Q. Now with reference to this proposed arrangement. You have stated in your testimony that the security on these houses was given to the Freedman's Bank to secure it for the amount of some bonds which Mr. Stickney had loaned to you; what were those bonds?—A. My testimony does not state it with regard to these houses. I spoke with regard to lots. The houses were not then commenced. The bonds were 6 or 8 per cent. gold-bearing bonds, called sinking-fund bonds of the District of Columbia.

Q. For what purpose had Mr. Stickney loaned you these bonds?—A. I had use for them, and Mr. Stickney loaned them just as he would have loaned me the money of the bank, and he took this security for them.

Q. Did you ever have any dealings with Mr. Stickney in regard to real-estate notes, the property of the bank?—A. Yes; just in the same connection as I had in relation to the bonds.

Q. Mr. Stickney loaned you real-estate notes?—A. No, sir.

Q. Did he give them to you to negotiate?—A. Yes.

Q. How did you pay for them?—A. I paid the money back to the bank for all the notes that I negotiated, except that part which is included in the \$28,000 note.

Q. Then the \$28,000 note partially arose as a balance due from certain notes which were handed to you by Mr. Stickney for the purpose of negotiating them; is that correct?—A. No, sir; Mr. Stickney gave me these notes instead of cash. He did not give them to me to negotiate.

Q. You had to negotiate them in order to use them?—A. Yes, if I wanted to do so, and I did negotiate some of them.

Q. Do you recollect how much they amounted to?—A. I do not.

Q. To what amount did you take these notes?—A. I had about \$70,000 of these securities of the bank, and I think that I received out of them about \$8,000 or, perhaps, \$9,000. The notes were taken at their face value, and any loss or discount upon them I lost myself.

Q. At the time that you gave this note for \$28,000, did you understand that it was given to the bank in payment for these very real-estate notes which you had taken from the bank and negotiated for the purpose of erecting these buildings?—A. I did.

Q. Was there any other note that you gave to Stickney on or about the same date?—A. There was a note for \$4,000 odd, which was, I think, my note indorsed by Mr. Frank Barnum of Baltimore. Mr. Barnum's indorsement was then and long afterward and is to-day, I suppose, good for a large amount. I gave him that note in settlement of some real-estate notes on a piece of property which Mr. Barnum held in trust, and I gave the balance in cash. The note fell due after the commissioners had taken possession of the bank, and it was not protested, and I alone was held responsible for that note.

Q. Do you recollect the identical notes which were given to you by Mr. Stickney to negotiate, and in payment of which this \$28,000 note of yours was given?—A. No, sir; I do not, there were so many of them.

Q. Do you recollect on what day that transaction took place, when you handed Mr. Stickney this \$28,000 note and this \$4,300 in payment of these other notes which he had surrendered to you previously?—A. I do not think that this \$4,300 note had any connection with any affair of mine. The Freedman's Bank wanted money, and in negotiating these real-estate notes in Baltimore, the parties made me offers for the notes, and we had no other

securities to give except Mr. Barnum's individual security to take up this note on his property, so we took up this real-estate note on his property, and gave Mr. Barnum's personal note. I think that transaction occurred before the \$28,000 matter. I do not think that it had any connection whatever with the other matter, and I did not regard it as a matter of my own at all. Mr. Barnum was very apt to be out of town, and the note was, of course, to be sent to me, and if I did not pay the whole of the note, I was to be allowed to curtail it for Mr. Barnum's benefit.

Q. What I want to get at is whether, on the day that the notes bear date, the transaction took place between you and Mr. Stickney. The notes bear date May 6, 1874; was that the date when the transaction took place?—A. I think that that was the date when I delivered to Mr. Stickney the \$4,300 note, but I do not think that it was the date when I gave Mr. Stickney the \$28,000 note. I can connect the two things as transactions of the same time.

By Mr. CRESWELL :

Q. When did you give this deed to Stickney as trustee?—A. I cannot give the date, but I can furnish it.

Q. Was it before the commencement of building on these lots?—A. Yes, sir.

Q. And it was for the lots and the seven houses?—A. O, no, sir; I do not know that the houses had been more than thought of at the time.

Q. But it was for the ground on which the houses were afterward constructed?—A. Yes.

Q. State at length, and clearly, exactly what the understanding was between you and Stickney, and what you meant to convey by the word trustee in this deed?—A. My intention was to give this to Mr. Stickney as security for the bonds which I got from the bank.

Q. Was that the understanding with Stickney? Did he understand it clearly at the time?—A. He certainly did.

Q. Did you give him that deed of trust to secure the bonds which you got from the bank?—A. Yes.

Q. And was the property to go entirely for the security and benefit of the bank?—A. Certainly, it was. When I gave Mr. Stickney this deed as security, I gave it as much as a trust for myself as I did for the bank. At the same time, I expected to be required to pay that indebtedness to the bank before Mr. Stickney would surrender the title to me.

Q. Then you had it understood with Mr. Stickney that this trust meant yourself as well as the bank?—A. Certainly.

Q. And meant Mr. Stickney as well as yourself?—A. No, sir.

Q. Was it to secure anything which Mr. Stickney might lose by the transaction as well as yourself and the bank?—A. I think not.

Q. How large was the actual amount of indebtedness which you intended to secure by that deed?—A. I think I got \$3,000 bonds, and \$1,000 in cash the next day. That is all I now remember.

Q. Then did you only intend to secure \$4,000 to the bank by that deed to Stickney as trustee?—A. It might have been considered that if I wanted more I could have gone and got it.

Q. But at the time you gave the deed that was all that you intended to secure?—A. I did not expect to want any more than I had received.

Q. Did you ever receive anything more from the bank than that \$4,000 which was to be secured by that deed?—A. Not until this transaction which I have spoken of.

Q. With whom did you make your arrangement to build on these lots?—A. With Mr. Stickney.

Q. Who was the contractor?—A. The first contractor was a man named Angus.

Q. Had you a contract with him?—A. Yes, sir.

Q. You and Mr. Stickney represented one interest and Mr. Angus the other?—A. Yes.

Q. Was it understood at the time you made this deed of trust to Stickney that he was to go over and aid you in constructing these houses?—A. Not at the time the deed was made.

Q. Was it understood then or afterward that he was to give a lien to secure the builders or mechanics?—A. It was either intended that he should do that or that the bank should advance him money sufficient to do the work with.

Q. And you made this arrangement with Stickney that the bank was to advance the money?—A. Certainly. I do not know that all the arrangements were made with Stickney. I know that I talked on several occasions with Mr. Alvord in regard to all my matters.

Q. Did you make any arrangement with Mr. Alvord?—A. No, sir.

Q. Did you have no arrangement with any officer of the bank except Stickney that you were to be assisted by the bank in erecting these buildings?—A. No; but I had an understanding from the officers of the bank that I was to receive assistance from the bank.

Q. With what officers did you have that understanding?—A. I think with General Howard, (I believe he was connected with the bank,) and I think with Professor Langston.

Q. When did you have that understanding with General Howard?—A. I had a conversation with General Howard just after the panic with reference to what I thought I ought to do in regard to the matter.

Q. That was in September, 1873?—A. Yes, sir.

Q. When did you have a conversation with Mr. Langston?—A. I had a conversation

with Mr. Langston after the houses were commenced. That was some time before turning over the bank to the commissioners. I went to Mr. Langston's house, or rather to the college, and had two or three conversations with him with regard to paying the bank the loan of \$70,000 odd which was made to the Howard University. I called on these gentlemen to make arrangements with regard to the loan. Mr. Stickney did not want to make the loan to me unless the Howard University paid the commissions. That loan would then be due in a few months, and the university would then have to pay it or be sold out, or borrow at the expense of the institution. I went to see Mr. Langston several times on that subject, and I requested him to make the loan. I went, when sent for, to meet a committee of gentlemen belonging to the Howard University and connected with the Freedman's Bank. I do not know who they were, except that Professor Langston was present. General Howard sent me a note signed with his name, requesting me to call and be present at that meeting. The meeting took place at the building of the Second National Bank, and I had this conversation in regard to the management of the bank, or rather in regard to furnishing the funds for the bank. They sent some person to New York to see whether he could do better than I could in raising funds, but he telegraphed them back that he could not.

Q. That was for furnishing money generally for the protection of the bank?—A. Yes. The reason why I make this statement is to show that I was not merely working with Mr. Stickney in connection with the bank, but that these were matters which ran along sometimes for three or four weeks.

Q. What I want to know is about these lots and buildings. You say that you expended, in the way of construction and for material on those lots, about \$14,500, including the value of the lots?—A. No, sir; the lots contained 14,000 feet, and were valued at 50 cents a foot. The material came to \$14,000 odd, not for any building, but for material. Then, besides, there was the cash which I had put in the building and what Mr. Stickney had put in it.

Q. Was there any lien to be on those lots and buildings for the amount of money expended by way of construction, either for labor or materials?—A. The \$14,000 was given for materials.

Q. Was a lien given on the buildings and grounds for that sum?—A. It was given on the ground as I before stated.

Q. To whom?—A. To William H. Ward.

Q. Was it in your view, at the time, that he was to secure such sums of money as you were to expend for materials and labor, and did you consider that he had authority to do it under the deed of trust?—A. I did not consider that he had authority, unless there was some understanding between us.

Q. What right had Stickney to give Ward this deed?—A. He gave it at my request.

Q. What title did Stickney have to the property when he made the transfer?—A. He had the title in fee.

Q. By whom was the title in fee made to him?—A. It was made to him by me.

Q. In the deed as trustee?—A. Yes.

Q. Do you claim that under that deed by which you conveyed the property to him as trustee, he had authority to convey it to Ward?—A. Certainly.

Q. It was an exercise of authority, under the deed which you gave him?—A. Certainly.

By Mr. PURVIS, (formerly one of the board of trustees:)

Q. Did you make a return to the bank for every dollar of its securities which you sold?—A. I have answered that question before. I made the return to the bank of every dollar that I received from it, and I think it is so recorded in the books of the institution. I have also stated that I had in my possession thousands of dollars of the funds of the bank. There were a good many of the notes of the bank put in my hands for negotiation. I transacted business for the bank from the time of the passage of the act of Congress allowing the bank to negotiate loans on real estate, and the bank has never lost a dollar by any investment that I made for it; I wish that to be distinctly understood. I repeat that I made many loans for the Freedman's Bank, and I never have heard of any note which I negotiated at the bank that was not paid, or of any investment that I made for it that was not good, and I was connected with it for several years.

Re-examination by the committee.

By Mr. HOOKER:

Q. Did I correctly understand your statement as being that two of the nine houses which you say were built on this property after the execution of that deed to Mr. Stickney were turned over to Mr. Stickney?—A. I have so understood—that there was some arrangement with reference to two of the houses made between Mr. Stickney and Mr. Leopold. I do not know what the exact arrangement was. I have never seen the deed of trust securing the \$21,000 to the bank, and do not know whether it was on seven houses or on the nine.

Q. When you executed this deed to Mr. Stickney investing him with the trust, was it the understanding between you and Stickney that this property was to be built upon for the purpose of enabling you to repay your indebtedness to the bank, or that if it was not repaid

then the bank was to take the property?—A. There was no such understanding as that; it would have been unnecessary.

By the CHAIRMAN:

Q. Your examination, both in chief and on the cross-examination, developed the fact that there were two deeds on those M-street houses, one given by you to Stickney, as trustee, and the other given by Stickney to Ward, as trustee. I wish to bring your attention back distinctly to the object of the deed which you gave to Stickney. Was or was not that deed intended as a security for money already advanced and as indemnity for any advance that you might afterward obtain from the bank?—A. It was.

Q. And it was understood between you and Stickney that that was the purpose?—A. Yes; that was the exact purpose of the deed.

By Mr. RIDDLE:

Q. Had you paid for the property at the time that you executed the deed to Stickney?—A. It was very nearly entirely paid for, and it was paid for by installments afterward. There was not over \$1,000 due on the property at the time, I think. There was one note for \$700 and another for a smaller amount due on it; which notes were paid afterward.

By Mr. RAINEY:

Q. Under the arrangement to which you referred as having been made between yourself and Mr. Alvord to negotiate notes for the bank, did you have any understanding with him as to what percentage you were to receive for your services in that direction?—A. None whatever.

Q. Did you feel yourself at liberty to charge whatever percentage you might think your services were worth, or were you to charge the usual rates?—A. I was told by Mr. Alvord and by Mr. Langston and by several other of the gentlemen at the bank, that I was to be handsomely rewarded for my services; that the bank would never forget my services and would pay me handsomely, and that I should receive favors, &c., from the bank on account of what I had done for it. I could have taken that \$9,000, which I gave to the bank, and I could have got for it two per cent. a day in Washington City. That would have run for at least ten days. I had one call against Fisher & Sons, one of the oldest houses in Baltimore, for which I expect they would have paid me very nearly the face of the call in anything except currency, to prevent my making the call on them. That was supposed to be the cause of their failure, and of the closing of their house. I put all these things together in considering what I should receive. I sat two or three days in Fisher's office assisting them, getting sometimes \$400 and sometimes \$500 at a time, just as the money was paid into the bank. At that time Baltimore and Ohio Railroad stock could not be negotiated in Baltimore. I was brought in contact with Robert Garrett, the son of the president of the Baltimore and Ohio Railroad Company, and with several other prominent men of Baltimore, and they offered me any amount of securities rather than I should make this call on Fisher & Sons, and if I had wished to sell out to those gentlemen I could have made as much as my charge against the Freedman's Bank. That is my opinion.

Q. Then your present claim against the bank is predicated on the declaration made by Alvord, that you would be handsomely rewarded?—A. Yes.

Q. You feel that you were not handsomely rewarded, and that you are at liberty to charge for the services you have rendered?—A. Yes.

Q. You never took pains to see what the percentage would be?—A. No; I charge \$10,000 not only as commission, and not only on the promise to reward me handsomely, but on account of the services actually rendered. I saved the bank from being closed, and the closing of it for one day would have drawn it into litigation. If I had asked for \$20,000 the day I went into the bank with my money, I believe that not only the president, Mr. Alvord, but all the members of the finance committee, and of the board of trustees, would gladly have given me \$20,000 rather than have the bank closed.

Q. Have you ever received any compensation for your services rendered?—A. Not a dollar.

Q. How long were you in the service of the Freedman's Bank?—A. From the time of the panic until the close of the bank.

Q. How many months was that?—A. About eight months.

Q. Then you rendered eight month's service to the bank without receiving any compensation?—A. I never received a dollar, not even my car-fare to Baltimore. You must also take into consideration that at that time I was an invalid and could not walk, so that I had a carriage to take me about Baltimore for some days, and my carriage-fare and expenses amounted to \$25 or \$30 a day.

Q. At that time what was your personal indebtedness to the bank?—A. Only a few thousand dollars. I could have gone to any bank in which I dealt and received the money on my note, and gone to the Freedman's Bank and paid it.

Q. Have any of your notes in the Freedman's Bank gone to protest?—A. I do not recollect any note of mine going to protest before the panic, or before my difficulties, or even since the panic until after my own affairs came into litigation. Several years ago, before

the bank was moved to Pennsylvania avenue, my account has been overdrawn to the amount of \$3,000 or \$4,000, and my account was always made good.

Q. Was that note for \$4,300 which Barnum indorsed for you ever paid?—A. No. The note fell due after the failure of the bank, and it was not protested. As my affairs were in litigation, the only security for that note was Mr. Barnum's indorsement. It was not known whether I was worth a dollar or not. That note was left in the bank and was never protested; therefore it falls simply on myself again.

Q. What hindered it from being protested?—A. I do not know. I only know that it was not protested.

Q. You had nothing to do with hindering its protest?—A. No, indeed, sir.

Q. Was the result of the non-protest the releasing of Barnum from liability for it?—A. Certainly. The note was in the hands of the commissioners. So far as I know it was left in the bank.

Q. Was Mr. Barnum a responsible indorser at that time?—A. I think he was worth, then, and is worth now, \$70,000.

By Mr. STICKNEY, (formerly actuary of the bank :)

Q. Had I any personal interest in that M street property after the arrangement was made with the commissioners, when I took the two houses?—A. None whatever.

WASHINGTON, D. C., April 29, 1876.

Examination of R. H. T. LEIPOLD resumed.

By Mr. BOYLE, (the last witness :)

Question. When you offered me the \$21,000, the return of the note, or the credit on my \$28,000 note of \$21,000, did you do that for the benefit of the Freedman's Bank?—Answer. I do not admit that I ever offered you the note for \$21,000. It was not your note, and how could I have offered it?

Q. Either the credit or the note?—A. When I offered you the credit, it was undoubtedly for the benefit of the bank.

Q. Why was it that my security was allowed to be sacrificed, and that no one was present on behalf of the bank at the sale of the M street property?—A. When Mr. Stickney spoke to me, (the title of the property being entirely in him, the fee-simple)—

The CHAIRMAN. Was Mr. Boyle present at any conversation of yours with Mr. Stickney? The WITNESS. I do not recollect that.

The CHAIRMAN. Then I object to anything in your answer that is to affect Mr. Boyle.

The WITNESS. I shall say nothing against Mr. Boyle. When Mr. Stickney spoke to me about this, I knew, of my own knowledge, that there was money being borrowed and encumbrances being given constantly on the property for the sake of getting material, and for paying the laborers for the work that was going on. I spoke to Mr. Stickney, and said that that must stop; that we must have security for that debt. Thereupon Mr. Stickney agreed that he would give the commissioners a note of \$3,000 on each of the seven houses, and secure it by a deed of trust on the property. He stated to me something about reserving two of the houses; that he could not give a deed of trust on two of them, because he had paper outstanding for which he was liable, and in regard to which he must protect himself. The only thing he could do was to give a deed of trust on the seven remaining houses. That conversation was by me brought to the attention of the other commissioners, and the matter was fully discussed. The note was taken as well as the deed of trust. Mr. Stickney, at the time that he gave that deed of trust and that note, also gave me to understand that if the paper were put on record it would keep them from going ahead and finishing the buildings, and that then we would only have the bare walls. My understanding at that time was definite that all of the seven houses were not under roof; that they were in different processes of construction; that one or two of them were entirely covered by roof, others nearly up to the roof, and some of them only over the first story. That conversation with Mr. Stickney was also brought to the attention of the other commissioners, and was thoroughly considered. They said, "What does the security amount to, unless we put it on record?" I immediately sent and put it on record. Then came the trouble. The work on the houses stopped at once. Everybody became aware that there was as much encumbrance on the property as the property was worth, and they could not possibly raise any more money on the houses. Then the question came up between Mr. Boyle and me whether the bank would go to work and advance the money to finish these buildings. I never acted without the concurrence of the other commissioners, as the records of the bank will show. I said to Mr. Boyle that I for one was not willing to advance the money of the bank, and to finish these buildings and allow Mr. Boyle to participate in the ultimate profit of the thing; that if the bank took that property and finished the buildings, whatever the property realized must belong to the bank, and that I would not consent to share any

surplus with Mr. Boyle. I had all along had conversations with Mr. Stickney about the propriety of his deeding to us absolutely in fee that property: that he could not do it without the concurrence of Mr. Boyle—or rather that he had no right to do it. I said this, however: If we take this property, we will take it under that deed of trust for the \$21,000, and give you credit for it." The question with Mr. Boyle was whether we would at once take the property for his indebtedness to the bank, or whether we would allow him to share in any surplus that there might be after the bank had re-imbursed itself: I would not make any agreement by which any of the profits should go to Mr. Boyle. It was settled that Mr. Stickney should turn over the property in fee to us, but Mr. Boyle was not willing that the property should be deeded to us, and refused to allow it to be done, because I had refused to give him the benefit of any surplus that might arise. Then the question came up whether we would let the property go to sale under prior deeds of trust, (there were several deeds of trust ahead of us,) and it was determined that the property must be sold. In the mean time, while the property was advertised, we went about getting estimates from responsible builders (I think we have those estimates, and they will be produced) as to what it would cost to finish these buildings. The encumbrances on the property, to the best of my recollection, footed up about \$16,000, and in addition to that there was something said about builders' liens for labor, or something. We took the estimates of responsible builders, and put the amount down, and put down the amount of the encumbrances, and we found that if we paid the encumbrances (which we would have to do in order to get a clear title) and advanced the money which the estimates showed to be necessary to finish the buildings, they would have cost us more than, in our judgment and in the judgment of others who were consulted, they would have been worth, and for that reason finally we came to the conclusion that we would abandon the property, and therefore we did not attend the sale of the property. I know that we took counsel of attorney in the matter, and I think his opinion in writing is on file in the bank.

Mr. CRESWELL, (one of the commissioners.) Do you recollect the aggregate amount of the expenditure which we would have been required to make?

Mr. PURVIS, (another of the commissioners.) I think it was something like \$33,000, including the previous loan.

The WITNESS. Yes, I think it would have amounted to about \$34,000 to complete the buildings.

By Mr. BOYLE:

Q. What would the houses have been worth when finished?—A. I think we came to the conclusion about that time that the houses would have been worth \$35,000, or \$5,000 apiece, and they would have cost the bank \$34,000.

Mr. CRESWELL. With the uncertainty of making sales.

Q. Were any of the houses without roof at the time of the sale?—A. I do not recollect that. It was my impression at the time that the houses were in different stages of progress. Whatever I knew about the matter I got from Mr. Stickney.

Q. Was there not a waste of securities given by me to the Freedman's Bank? In other words, was there any attempt to save anything for me?—A. Certainly, every attempt. No matter was ever more carefully considered by the bank than your matter.

Q. In regard to the note which I left in the bank for \$4,300, indorsed by Mr. Barnum, was I protected fully?—A. All that I can say in answer to that question is that we have a gentleman employed who is known as the loan clerk, and who has charge more immediately of the notes held in the bank. His name is H. S. Neiman. The question came up whether that note which you referred to was protested, and it was found that it had not been protested. I asked Mr. Neiman about it, and he gave me to understand that the note was not at that time among the notes in the bank. I asked him what had become of it or where it was, and he said he could not answer for that. Mr. Stickney at that time was in our employment, but he was absent from the bank. I am not personally cognizant of whether the note was or was not in the possession of the bank at that time.

Q. Is it not a matter of fact that there has been no opportunity given to me to protect myself in that particular, with reference to a note for \$2,000 secured on a house on south A street? The property was sold and bought in by the bank, and afterward a suit was brought to recover what was regarded as a surplus above what they paid for it. Do you recollect anything about that?—A. No, sir; that was a second mortgage-note, was it not?

Mr. BOYLE. Yes; the property, I think, was valued at about \$8,000.

The WITNESS. I believe the property was bought in at \$7,500. Mr. Stickney represents us in that matter. It stands as if it had been bought in at \$7,500.

By the CHAIRMAN:

Q. It has been stated in the course of Mr. Boyle's examination, that in an arrangement of his indebtedness with the Freedman's Bank there was an apportionment made by Mr. Stickney in which a sum of \$21,000 of the \$28,000 due by him was charged to the M street property, and the balance was charged to the second-mortgage note, to which he has referred, and to the railroad bonds; is or is not that correct?—A. It is very hard for me to answer that question in that shape. I do not think that any arrangement of that kind was made, having that object in view particularly.

Q. How did it happen that \$21,000 of the indebtedness was embraced in the deed of trust which it seems was made by Mr. Stickney for the security of the bank, and which amount it is stated (in your hearing and not contradicted by you) you were willing to credit Mr. Boyle with and to take the property?—A. \$21,000, I think, was represented to me as being about the value of the seven houses; that each house was supposed to be worth, in its then condition, \$3,000. That was the reason why Mr. Stickney gave a deed of trust for the \$21,000 and no more, although the debt was more.

Q. Does not that show that \$21,000 of Mr. Boyle's debt was, in fact, by an arrangement made by Mr. Stickney, charged to that property, and that you were willing to take the property and give Mr. Boyle credit for that amount?—A. Not necessarily.

Q. Is it not a fact that Mr. Stickney did propose to charge \$21,000 of Mr. Boyle's debt to the M-street property, and that you were willing to give Boyle credit for \$21,000, and to take the property?—A. No, sir.

Q. Do you mean to say that the conversation which Boyle states he had with you on that subject is not correctly given? If so, please state what did transpire on that occasion.—A. I mean to say, as far as I recollect it, that the conversation which took place between Mr. Stickney and myself in the matter—

The CHAIRMAN. I am asking you about your conversation with Boyle.

The WITNESS. I do not exactly recollect the conversation with Mr. Boyle. I may have said to him, in answer to a proposition which he made to me as to our assuming the finishing of these houses and allowing him to share in any ultimate surplus that there might be, that I was willing to take the fee-simple to the houses in lieu of the \$21,000 deed of trust.

The CHAIRMAN. That is exactly what Mr. Boyle says, and you do not contradict him in that respect.

The WITNESS. If what I have just said is exactly what Mr. Boyle says, I do not of course contradict him.

By Mr. HOOKER :

Q. This estimate as to the value of the property was predicated on a calculation of seven houses, at \$3,000 apiece?—A. Yes, sir.

By the CHAIRMAN :

Q. On page 17 of the commissioners' report of December, 1874, there is this entry : "Dec. 1st, 1871; James G. Berret, president; \$28,500." At the date of this report there was due, including interest, \$30,718.22 on notes at 6, 12, and 18 months on the books of the bank. Was either the principal or interest of those notes collected at maturity.—A. No, sir; it was not collected at maturity. Some interest had been paid on the notes.

Q. Is there any evidence that the interest was paid when the notes fell due?—A. I say that some interest had been paid.

Q. Do the records of the bank show that this loan was made at 10 per cent. ?—A. I think that the face of the notes shows that.

Mr. STICKNEY. The interest was 7 per cent.

The WITNESS. Well, I take Mr. Stickney's word for it.

Q. Do you know of any effort to collect that debt from Mr. Alexander R. Shepherd, and of his refusal to pay interest at a higher rate than 6 per cent. ? If so, explain what connection Mr. Shepherd had with the debt.—A. All that I remember about the matter is that very soon after the commissioners came there we made an effort to collect that note. I wrote to Mr. James G. Berret, the maker of the note, the usual form of letter, that if the note were not paid we would have to instruct the trustee to foreclose and to sell the property. There was no attention paid whatever to that letter. I made repeated efforts, and wrote repeated notes requesting the payment, and then I instructed the trustee to go ahead and sell the property. There was some point in the deed of trust that was raised upon us as to whether the surviving trustee had a right to sell, inasmuch as the word survivor was not used in the deed of trust. At any rate, in the course of our efforts to raise this money, it came to my attention that Mr. Olmstead had something to do with it as representing the club. We still continued to make efforts to get the money, and one day Mr. Shepherd came to the bank and asked me to make out an account of that club-house loan. I said, "All right." He walked off two or three paces and then came back and said, "Make out the interest at 6 per cent. after maturity." "But," said I, "governor, that is hardly the understanding of it." "Well," said he, "you must either make it out in that way or not at all." Then I consulted with the other commissioners about it, and we submitted the question to an attorney as to whether we would be obliged to take 6 per cent. interest after the maturity of the notes, inasmuch as some of the interest had been paid beyond maturity, and we had an opinion in writing that there was no remedy for us, but that we had to do it, and that is the way the notes were paid.

By Mr. BRADFORD :

Q. Did Mr. Shepherd ask you not to press for the payment of those notes, as you had ample security at 10 per cent. ?—A. I do not recollect whether that conversation was with Mr. Shepherd in person, whether he wrote any such thing, or whether he told Mr. Stickney so and that Mr. Stickney told me, or whether Mr. Olmstead said it. I think Mr. Olmstead said, "That debt is drawing 10 per cent. interest; why do you want to collect it?"

By Mr. RIDDLE :

Q. Did you mean to say that a portion of the interest was paid before the maturity of the debt?—A. Yes. The interest had been paid down to maturity and beyond maturity.

Q. Before it was due?—A. No, but every six months afterward, as it became due.

By the CHAIRMAN :

Q. According to the terms of the loan, one of those notes matured on the 1st of July, 1872, another on the 1st of January, 1873, and the 3d of July, 1873?—A. Yes, sir.

Q. And you say that the interest had been partially paid on those notes?—A. I think so. That is a matter of memory.

Q. Do you recollect the ground on which the attorney expressed the opinion that interest at a higher rate than 6 per cent. could not be enforced?—A. I do not recollect the ground. We have got the written opinion and can submit it. He gave authorities, decisions of the supreme court, &c.

Q. Since the conversation that you have mentioned with Mr. Shepherd, what steps have been taken to enforce the collection of those notes?—A. They have been all paid.

Q. I understand that that loan was made to Mr. Berret as president of the Washington Club; was the property on which the mortgage or deed of trust was given improved at the time of the loan?—A. Yes, sir.

Q. Can you inform the committee who constituted the members of that club?—A. No, sir.

Q. I see on page 15 of the commissioners' report of December 15, 1874, two items charged to W. J. Cook, one of April 29, 1871, of \$4,500, and the other of January, 1862, of \$2,700, and on the same date the amount due on the first note was \$5,507.50, and on the second note \$2,857.05; can you state what steps were taken to collect the amount due on those notes?—A. The \$4,500 note was secured by deed of trust on certain property on which the note referred to by Mr. Boyle in his testimony was also secured. That property has been sold and bought in by the commissioners at an amount sufficient to pay the whole note. The \$2,700 note, I believe, is to be paid to-day. The release was made out the day before yesterday.

Q. Did not Mr. Cook call upon you one day this week in reference to that note, and effect an arrangement with you for a settlement? If so, in what manner?—A. Mr. Cook approached me this week on the steps of the Treasury building as I was coming out. Said he, "Leipold, I want to pay that \$2,700 note, but I have not got quite enough money to do it. Will you not take \$2,500 and take my notes for the balance?" I said to him, "My dear fellow, we cannot do that." "Well," said he, "I have made an arrangement to raise \$2,500 at 6 per cent. and I want very badly to pay that note; I wish you would do it." I said, "We could not think of such a thing, we could not give up that security." That is all that happened. He came to the bank afterward and asked me whether the deed of trust was there. I looked at the papers and found that it was not. I found, however, a receipt of the clerk of the court, in Maryland, showing that certain papers had been sent to him on a certain date, and we wrote him a letter and he wrote back that the papers had been returned to Mr. Stickney. In the meantime Mr. Cook had been up there and found that the papers had got on record, and then he came back to the bank and asked us to prepare a release, as he was ready to pay the loan in full, and that he would pay it to-day.

Q. Did he offer to discharge any part of that indebtedness with claims of depositors, which he had purchased?—A. No, sir; no such thing was ever mentioned.

Q. Did you know the fact that he was a holder of any such claims?—A. I now remember, since you speak of it, that he did collect some dividends from the bank.

Q. On assigned claims?—A. On pretended assigned claims. The checks were made payable to the order of the depositors. I do not know what he has done with them.

Q. Were the dividends paid to him?—A. The dividends were handed to him. He presented the books. We make it a rule to draw checks to the order of the depositors, but if reputable persons present the pass-book, we put the check in the pass-book, and hand it to the man who presents it.

Q. What was the amount paid to this man Cook, and whose books were they that he presented?—A. I do not recollect anything about it. He brought in a number of books at different times—books which he represented himself as holding by way of assignment, and some which he represented to be holding as agent for the depositors for the collection of their dividends; but in no case did we pay him a dividend. We simply handed him checks payable to the order of the depositors. That was the general rule adopted in pursuance of a printed circular issued by us. Mr. Gilbert Moiers, of _____ street, in this city, has from time to time presented a large number of books at the Freedman's Bank, which we have until recently returned to him as we did in all similar cases, with checks in the books drawn to the order of the depositors. He afterward indorsed those checks as an attorney in fact, and they were presented for payment to the assistant treasurer in New York. The assistant treasurer refused to pay them on that indorsement. Subsequently a gentleman by the name of Harvey Spaulding came with those checks to the bank, and brought with the checks powers of attorney purporting to have been executed by the depositors before a United States commissioner in the city of Vicksburg, Miss., and I think in Memphis, Tenn., authorizing Gilbert Moiers to indorse the checks and to collect the dividends.

By Mr. HOOKER :

Q. Do you recollect the name of the commissioners before whom those powers of attorney purported to have been executed?—A. I do not. He asked me to authorize the assistant treasurer to pay the checks on those powers of attorney, and I refused to do so. It has been subsequently reported to us that none of these people have ever heard of their books or dividends.

By the CHAIRMAN :

Q. On page 12 of the commissioners' report of December 15, 1874, is this item, "October 5, 1870, W. J. Murtagh, \$1,200; due January 2, 1871," and no interest paid thereon; state whether that note is still due, and what steps have been taken to collect it.—A. Part of the note is due. The interest has been all paid, and a small part of the principal; perhaps \$200, or perhaps more.

Q. In the commissioners' report of January 18, 1876, the balance reported due on that note is \$1,193.76; have you taken any steps since then to collect the amount?—A. No, sir; but there are small payments made on account of that loan every little while.

Q. Are you not, in the effort to wind up the affairs of the bank, pressing vigorously the collection of debts due to it; and if this is a good debt, is there any reason why it should have been excepted from the general rule?—A. I do not know any reason why it has been excepted. There are a great many loans that are not paid, but on which the interest is being paid. We could only enforce payments by threatening to sell the security, and we have made that threat.

Q. What is the security?—A. Some real-estate security.

Q. It appears that the securities in other cases have been pressed to sale when there was no legal impediment, and to suits, when there was; why should any indulgence have been granted in this case that was not extended to the others?—A. I do not know that any indulgence has been granted in this case which has not been given to a hundred others, I suppose, except that the interest is all paid up, and that the principal is being paid up by installments. Besides, the times are hard, and we are all the time offering property for sale and not finding purchasers for it.

Q. It appears by your report that the interest was only paid in December, 1875, and a small portion of the principal, leaving still \$1,193.76 due of the original \$1,200 note. How much of that has been paid since the date of this report, January 18, 1876?—A. I think about two or three hundred dollars. At that time, or some time before that report was made, there was a good deal of interest due, and we instructed the trustee to sell the property. Mr. Murtagh came there and said, "I cannot pay this now, but I will pay the interest of it up, and will try to make an arrangement to pay the principal as soon as I can;" and Mr. Murtagh paid enough money at that time, not only to pay the interest up to the date, but beyond the date, and to the next interest-day, and since that time small amounts have been paid.

Q. You say that there are hundreds of debtors who have received the same kind of indulgence that has been extended to Murtagh; why has it not been extended to the others?—A. There must be a start somewhere. We cannot advertise all this property all at once. There must be a beginning somewhere. There is scarcely a day that advertisements do not appear in the papers for the sale of property, and we are selling as fast as we can possibly do so. Sometimes there are three or four sales on the same day, and it is impossible for us to attend all of them. We take those persons who are in arrearages of interest, those who have not attended to the payment of interest—we take them up first and go ahead with them. Those who are showing a disposition to reduce their debt, either by the payment of interest or by the partial payment of principal, we postpone until after the others are got out of the way.

Q. The commissioners entered on their duties on the 11th of July, 1874, and no interest was paid on this note of Murtagh till December, 1875. Are there any other debtors of the bank, whose interest had accumulated from the time of your taking charge of the affairs of the bank, who were allowed to run on for that length of time, without payment being demanded?—A. In the first place, I am not ready to admit that there was no interest paid on that loan until December, 1875, and in the next place I say that this is not an exceptional case; that there are a number of other cases in the same category.

Q. Was not there at the time, or since you took possession of the affairs of the bank, interest amounting to \$187 due on that note?—A. Yes; at the time we took charge there was \$187 interest due.

Q. Was that interest, or any interest that accrued afterward, paid prior to the date given in your report—December, 1875?—A. I cannot tell you. I can give you the information by examining the indorsement on the note.

Q. Do you not, in your report of January 18, 1876, mean to state accurately the times when the interest was paid, or do you mean to say now that it was at various times?—A. I do not mean to give any date in my last report as to when the interest was paid. I say that the interest was paid to December, 1875.

Q. Was it in one payment or more?—A. It was in different payments.

Q. Is Mr. Murtagh one of your bondsmen?—A. He is.

Q. If Mr. Murtagh's pecuniary responsibility is such as to justify his being taken on your bond as one of the commissioners of the Freedman's Savings & Trust Co., ought he not to be sufficiently able to pay a debt of \$1,200 within twenty months' time?—A. I suppose so.

Q. Do you suppose that Mr. Murtagh has any more use for that money than the depositors of the bank who are clamoring for the collection of the debts to the bank in order to get their dividends?—A. I do not know what use he has for his money. I have treated Mr. Murtagh just like any other creditor of the bank. Mr. Stickney is trustee in the matter, and I have addressed him communications, instructing him to sell out and to show Mr. Murtagh no mercy.

By Mr. HOOKER:

Q. In point of fact up to this time you have not had any sale of this security?—A. No, sir.

Q. You mentioned a moment ago that there were hundreds of persons to whom indulgence is extended if they would pay the interest. Do you mean to say that this indulgence was extended to persons whose debt to the bank was amply secured upon real estate or otherwise, which would enable the amount to be realized?—A. No, sir; I doubt very much whether there is a single loan on the books of the bank upon which we could go ahead and sell the security at this time and get our money. When we have had sales, there frequently has been nobody there to offer anything; and when there have been people there, the bank has not realized half the amount of its interest. When the property has been offered for sale in the market, even when we thought that the amount of the bank's interest would certainly be realized, it has not amounted to anything, for we find that there are repairs, and taxes, and all sorts of expenses.

Q. In the distribution of the dividend of 20 per cent. declared by the commissioners, has any evidence been presented to the commissioners, showing that depositors at Nashville and Memphis have assigned their pass-books or disposed of them?—A. A number of powers of attorney have been given to one Gilbert Moiers, with reference to Memphis books, and they have been presented at the bank by him.

Q. And payments made to him?—A. Yes, sir; in the way I have explained, by checks to the order of the depositors.

By Mr. C. B. PURVIS:

Q. Since you have been commissioner, have not the commissioners exacted of Mr. Stickney a bond?—A. We have.

Q. Is not Mr. Murtagh one of his bondsmen?—A. He is.

Q. And Stickney is trustee of the property that the bank holds as security for Mr. Murtagh?—A. I believe he is the trustee.

By Mr. STICKNEY:

Q. After the commissioners wrote me to sell Mr. Murtagh's property, did I not see Mr. Murtagh and inform him of what you had ordered me to do, and was there not some arrangement made between Mr. Murtagh and you and myself in regard to the way in which his loan should be paid?—A. I don't remember whether there was any specific arrangement. Mr. Murtagh came there, or perhaps you came there and paid a part of the interest.

MR. STICKNEY. Mr. Murtagh paid all the interest himself.

THE WITNESS. Well, Mr. Murtagh paid all the interest up, and then it was stated that Mr. Stickney would have advertising done for the sale of the property, and should apply it on the payment of that note.

Q. That was that I should put all the advertisements in his newspaper for proceedings in sales, and that instead of your paying the money for the advertisements, it was to go on his note?—A. Credit should be given on that note for the advertisements.

By Mr. HOOKER:

Q. Is that the way the whole interest has been paid?—A. No, sir; that is the way some of the principal has been paid.

By the CHAIRMAN:

Q. The report made by the commissioners, at the request of the committee, showing the itemized statement of the expenses incurred by them in the management of the bank's affairs, shows very large amounts paid for advertising, to B. H. Warner. By whom were bills incurred, and in what paper, or papers, were the advertisements published?—A. The bills were incurred by the trustee, upon the order of the commissioners to proceed to sell the property. I don't remember the papers particularly; I suppose some were published in the Republican and some in the Star.

Q. You do not know in what papers?—A. In different papers.

Q. Do you know of any arrangement between the papers publishing those advertisements and the auctioneer by which he was allowed a rebate or commission of 25 per cent. upon the amount of the bill incurred for advertising?—A. I don't know anything of the fact, sir; it is a mere matter of report. It is a common report, I believe.

By Mr. HOOKER :

Q. Can you furnish to the committee the amounts paid to the different papers for the publication of the notices of sale of property?—A. No, sir; not the amounts paid to the different papers. The statement of our expenditures reported to the committee will show how much was paid for stationer's fees.

By the CHAIRMAN :

Q. When the bills came in for advertising and you paid them, did you not preserve them as vouchers?—A. Certainly we did.

The chairman requests that the witness, when he returns on Tuesday, will produce those papers.

The witness states that he will do so.

Q. Can you inform the committee at this time what amount, approximately, if not exactly, has been realized on collections since the first and only dividend was declared?—A. I don't know, sir; I think we have about \$60,000, over and above the money required to pay the first dividend, but that does not include all the collections, because all the expenses that have accrued since that time have been paid out of the current collections. We have about \$60,000 net, after the first dividend.

Q. Then, if I understand you correctly, the net proceeds of all your collections since the first dividend was declared, is about \$60,000?—A. Yes, sir.

Q. What was the date of the dividend?—A. November 1, 1875. I wish to state here that we really did declare the dividend before we had got enough money, so that is one item that comes into the calculation.

Q. State the aggregate amount that has come in, exclusive of interest.—A. That I cannot tell without referring to the books to see how much money we had on hand the day when we declared that dividend.

By Mr. RIDDLE :

Q. How much money ought you to have had before paying the dividend?—A. Five hundred and ninety-two thousand dollars, to declare a dividend of 20 per cent.

Q. And you do not remember how much less than that you had?—A. No, sir; I cannot recollect exactly; but there was not perhaps more than \$20,000 difference.

The chairman, on behalf of the committee, extended to Mr. Leipold the privilege of making any explanation that he thought proper as to any matters heretofore testified to in which he was implicated.

The WITNESS. I desire to say that before I knew the contents of any testimony that had been given before this committee affecting my integrity or action as commissioner, I could not possibly make any statement or avail myself of any opportunity to make a statement, for, as I said to the committee when I was last before them, without knowing that there had been any charges against me, I could have no statement to make. But if anything has been said against me, and you will allow me to know what it is, I can make my statement.

By the CHAIRMAN :

You have a copy of the evidence, have you not?

The WITNESS. I have got one since I was last before the committee, and as to the matters therein stated concerning me, I am prepared to make a statement now. I take it up in the order in which it comes in the book. I will first refer to the testimony given by Dr. Purvis. He refers to an interview that had taken place in the presence of the commissioners between himself and myself. I know that great injustice has been done me in that statement, inasmuch as it did not give all the facts and all the language that was used at that time. When Dr. Purvis came and presented to the commissioners the application of Mr. John H. Cook and Mr. Wormley to be appointed the attorney and the auctioneer of the commissioners, I stated, "As far as I am concerned, I am not willing to agree to any such thing; I want to be left free to act in each individual case as the interests of the bank may require. I am not willing to pledge myself to any one man." That was the statement that I distinctly made, and, said I, "By and by, when I get time, if I ever have time, I propose to attend to some of this law business myself. I did not simply come here for this salary, because it was the same salary that I received in the Treasury. I came here to try to get into my profession, and to make some sort of reputation." Dr. Purvis then said to me, "What time have you to practice your profession? your place is here." It was that remark by Dr. Purvis that affected me very unpleasantly, and made me angry. I said, somewhat quickly, "Doctor, I am not the clerk of this commission; I am a commissioner; my hours are not limited from 9 o'clock to 4 o'clock." Something of that kind took place; and Dr. Purvis said, "Well, I had no idea that you were coming here for any such purpose as that, or I should not have voted for you." I said, "I wish you had not, and I wish nobody else had." What I call attention to, particularly, in this connection, and what I want to substantiate, and can substantiate by the testimony of the other commissioners, is, that I was opposed to pledging myself to any one man in this matter, but desired to keep to myself the privilege to act in each individual case as the circumstances might require. Any one reading Dr. Purvis's statement would suppose that I wanted to do all this law business myself,

and that I wanted to make all the fees myself. I used no language to justify such a statement. As proof, or at least as substantial proof, of this statement I produce a book which is my own private property, showing the number and character of the cases intrusted to the different attorneys. I have always felt, and have expressed myself to the effect to Mr. Purvis and to Mr. Creswell, that, in my opinion, Mr. Cook (against whom I have not a word to say, for he is a perfect gentleman) did not have experience enough to meet some of the counsel opposed to him; and, inasmuch as we were bonded officers and responsible for our action, we could not defend ourselves against the mismanagement of an action simply by the remark that Mr. Cook was a colored man. Of the number of cases that have been intrusted to Mr. Cook, there are fifty-one cases of overdraft; eleven cases of promissory notes; twelve equity cases, and sixty-seven other cases involving various questions.

The next point to which I wish to direct the attention of the committee, is the testimony of George T. Johnson. The import of that testimony seems to be that I favored a lawsuit rather than to accept security offered by Mr. Johnson for a certain debt. I desire to state, first, that everything that was done in connection with this Johnson case, came fully before the other commissioners. Mr. Johnson and his partner, Mr. Scott, were indebted to the bank a large amount of money, over \$11,000. I addressed notes to Mr. Johnson and Mr. Scott separately, stating to them that certain notes had been transferred to us by Mr. Alvord, the late president of the Freedman's Savings and Trust Company; that they were over-due and must be paid. Thereupon, Mr. Johnson and, I think, Mr. Scott came to the commissioners, and in the presence of Mr. Purvis, at least, there was a long conversation between us. He found fault with our pressing him. He wanted certain terms, and I agreed with him finally that if Mr. Scott, who was a responsible man, would give us a deed of trust upon all his property, we would then, in accordance with the representations made to him, that he was to have additional time if these notes matured and were not paid, give to him two years' time to pay the money; but Mr. Scott was not willing to do that. He said he would give a deed of trust on certain of his property, and that Mr. Johnson would give a deed of trust on some other property that he held. I reasoned with Mr. Scott, and said to him, "We can go into court and get a judgment against you, and that judgment will be a lien upon all your property at once; why not give us a deed of trust on all your property?" That, however, he positively refused to do. After that interview, I placed the notes in the hands of Mr. Cook, as attorney, to bring suit against these men, and Mr. Cook at different times came to me and said that Mr. Johnson had spoken to him about some offer he wanted to make to the commissioners, and I said, "Well, let him put it in writing." He spoke to me twice about it, and that was my answer. He did put it in writing, and this is the paper.

Witness produces the paper, which he reads, as follows:

"WASHINGTON, D. C., March 10, 1876.

"To the Commissioners of the Freedman's Savings and Trust Company:

"GENTLEMEN: Will you accept \$4,000 from Leonidas Scott, in part payment of our notes on which you have brought suit; and also accept from me four notes for the balance, payable in equal installments in twelve, eighteen, twenty-four, and thirty months, to be secured by a deed of trust on lots 9, 10, 11, 12, 13, and west thirty feet of lots 14 and 15, in in square 172, furnishing us at the same time a release of all demands against Mr. Scott, and the authority of the receiver in the Florida suit for your acceptance of this proposition, in order that no action may be brought by him against us.

"GEORGE T. JOHNSON,
"OF SCOTT & JOHNSON."

This was the first tangible offer that we had from them in writing. The first thing that I did upon the receipt of that offer was to inquire into the title of the property. I found it was a tax-title. The next thing I did was to send it down to the tax-office and get at the amount of taxes. I then figured up, and found that the property comprised 26,400 square feet of ground; that the assessed value was twelve cents a foot, which amounted to \$3,168, and that the taxes upon the property at that time, exclusive of the interest on the tax, was \$1,410.46. The tax deducted from the assessed value of the property, leaves \$1,757.61 margin. That added to the \$4,000 makes \$5,757.61, which we were asked to accept for an indebtedness of \$11,381.28 exclusive of interest, and we refused it. We were not satisfied, either, that the tax-title was good. Tax-titles are, of course, good, what there is of them, but they are liable to dispute.

On page 90 of the printed testimony Mr. Johnson was asked various questions as to what interest I had in prosecuting or defending cases of the Freedman's Bank in court, and he said that he knew I was associated in several suits for the bank with Mr. Totten. He was asked if he knew anything on the subject himself, and he said "No;" and when asked for the source of his information, he said that he heard through somebody else that I had told Mr. Sperry that Colonel Totten had made a proposition to me to divide fees with him if he were appointed attorney for the bank, and that I asked Mr. Sperry's opinion about it, and

that Mr. Sperry told me not to touch it. Substantially the same testimony was given before the committee by Dr. Purvis. As to that matter, I simply wish to say, as I have said in a letter that I have addressed to Mr. Douglass, the chairman of this committee, that Mr. Totten has never offered me any money; that he has never paid me any money; that there is no arrangement between Mr. Totten and myself whereby I have already received any money, or compensation, or consideration, or whereby I ever expect to receive any consideration, either in money or otherwise; and in support of this testimony I have to request that the committee will put Mr. Totten under oath, and question him in regard to the entire matter. I wish to say, however, that I did talk to the commissioners about the propriety of my participating in the legal business of the bank if I ever had time for that purpose; that the question incidentally came up between us as to the participation of the fees. Mr. Creswell had said that in any matters of trust it was customary in his State for a trustee who rendered services outside of the ordinary duties of his position to submit an account to the court for such services. If I remember correctly, Mr. Purvis stated it as his opinion that he did not see what harm there could be in it, if it would not cost the bank anything more, and the bank would not lose anything by it. That seems to me to have been the reply. Subsequently the matter came up again, I think between Mr. Creswell and myself, (I don't know whether Mr. Purvis was present at the time,) and Mr. Creswell stated that in matters of this sort, in connection with a public trust, he did not think it would be advisable to do anything of the kind. I also had some talk with Mr. Totten on the subject. I said, to the best of my recollection, "Colonel Totten, in any business of this kind that we may give you, if I ever have any time to attend to any part of it, would you have any objection to my going in and representing the bank?" Said he, "Of course not." Said I, "If I were to render any such services, would not I be entitled to compensation?" And he said, "Certainly." That was the substance of what passed between Colonel Totten and myself on the subject. Afterward I thought the matter over in my own mind, and I doubted the wisdom of it. I saw how it would be misconstrued, and how all sorts of things could be made of it. I myself having occasion to go to Colonel Totten's office about something, (and it was the only time, I believe, that any conversation on any subject occurred between us,) I said to him, "I have thought about that matter we talked about the other day; it has worried me a great deal, and I won't have anything to do with it. I don't care whether it is right or wrong, it is liable to be misconstrued, and I will not have anything to do with it." "Well," he said, "You know what is right." That was before any money passed to the commissioners. Since that time the matter has never been talked of between us, and there never has been any understanding between us on the subject.

As to my having made some remarks to Mr. Sperry to the effect that Mr. Totten had offered me any money, I do not remember having used that language. I do not deny that I may have talked it over to Mr. Sperry just as I did with the commissioners; but as to saying that Mr. Totten had offered me any money, I could not have said it. It is not the truth, and it is not like me to say anything that is not true.

By the CHAIRMAN :

Q. Was Dr. Purvis present when any of the conversations you have detailed with Mr. Totten took place, and to which he has deposed?—A. No, sir; I don't remember that he was.

By Mr. RIDDLE :

Q. Is it not stated in the testimony that your name appears associated with that of Mr. Totten as an attorney on the dockets of the courts of the District of Columbia in cases in which the Freedman's Bank is a party?—A. Yes; and that is done at my own request, and with the full concurrence, as I understand it, of the other commissioners. In the first place, while I have not, up to this time, had any chance, still, if I ever have time, it is my full intention to participate in the prosecution of these cases for the benefit of the bank, and with the distinct understanding with Colonel Totten that if I render any services in the cases he would not charge anything for them; and also so that if anything should happen to Colonel Totten, and he should be taken sick, or anything of that kind, I would be able to go on with those cases. I have talked with Mr. Creswell more than once. I don't know that I ever did with Mr. Purvis on the subject. I will confess very freely that as a young lawyer I did not think it would hurt me to have my name associated with that of Mr. Totten. I desire to refer now to the testimony of Mr. Sanders L. Howell. All I can say on that subject is this: No such conversation certainly ever took place between us. I think I know the man, however. Mr. Purvis and myself have talked it over in the bank, and we have tried to get at the man so as to know who he is, and I think we have come to the conclusion that we have an idea who he is. He used to come to the bank very often. He had a large deposit there, and came to me a number of times and asked me some questions about the business, and then would go to all the other gentlemen in the bank. Afterward he forsook me entirely, and would go to Mr. Purvis all the time, until Mr. Purvis got out of all patience with him. Mr. Purvis has told me since that he told him substantially that a Mr. Wilson had made those statements that Mr. Howell himself testifies to. I have simply to say that I deny the whole thing. I deny that any such conversation ever could have taken place between us. Its absurdity is on its face. The only conversa-

tion I have ever had with him was in reference to some legislation affecting the bank, and I was accustomed to speak freely then as I am now. I said to him, "If the bill passes Congress making provision for the purchase of this property, (on investigation you will find that the bill was pending at the time,) we will be able to pay you a dividend of 20 per cent. pretty soon; but if it does not, there is no telling when we can pay you."

By Mr. FROST:

Q. Was that before the first dividend?—A. Yes, sir; months before. I said that to him then just as I now say every day to other parties: "If Congress will come to our relief and purchase this property, we shall be able to make another dividend of 20 per cent. soon; but if they do not there is no knowing when we can do so."

In reference to Mr. Tuttle's testimony, inasmuch as that is entirely based upon what this man Howell says, my answer to it is the same as my answer to Mr. Howell's testimony. As to the interview between Dr. Purvis and the commissioners in reference to the appointment of Mr. Cook and Mr. Wormley, I call upon the other commissioners either to verify or to deny what I have said in reference to that interview.

As to the charge, implied or otherwise, that there is an arrangement existing between Colonel Totten and myself, whereby I am to participate in any past, present, or prospective fees, I ask the committee to summon Colonel Totten.

As to the testimony of this man Howell, I ask that Mr. Purvis, with whom that gentleman has had many a conversation, shall be questioned on the subject, as well as the other employes of the bank who have been constantly present through all the interviews that took place between me and anybody who chose to come into the bank on business.

I will add here, if you will allow me, that I am not conscious of having done anything, since I have been connected with that bank, but my duty and my whole duty; and sometimes more, really, than was expected of me. I have always most implicitly and most earnestly sought to protect and further the interests of these people; and for the verification of that statement I rely upon the commissioners and everybody else who has had any business with the bank.

By Mr. C. B. PURVIS. Do you admit writing this letter appearing in the National Republican of the 22d of April, 1876, with your name attached?

"In my letter to you of the 2d ultimo I respectfully requested that an opportunity be given me to be heard on the subject of certain charges alleged to have been preferred against me before your committee, by one George T. Johnson, and that I be permitted to confront him before you. This was denied me, as was also my further request that I might see his testimony. I have a similar request to make with reference to the testimony said to have been given before your committee by one C. B. Purvis and Mr. LeRoy Tuttle, reflecting upon my conduct as one of the commissioners of the Freedman's Savings and Trust Company; and in view of the very injurious character of this testimony, I sincerely hope that the favor asked will be accorded to me. The testimony is simply outrageous and wholly devoid of truth.

"I have never attempted, either directly or indirectly, to persuade or induce any depositor of the Freedman's Savings and Trust Company to dispose of his or her pass-book; neither have I ever paid or offered to pay any money or other consideration for any such pass-book or other claim against the company; neither have I ever had, nor have I now, any interest, either directly or indirectly, in any such pass-books or claims. On the contrary, I have always endeavored to persuade any and all who have approached me on the subject to hold on to their books, telling them that they were more valuable to them than they could possibly be to any one else, and to prevent any and all traffic in said books. I myself prepared, prescribed, and rigidly adhered to a rule, under no circumstances to recognize any assignment of such books. The statements of Purvis that I announced, soon after I was appointed, my intention of making all I could out of the affair, and in fact the entire interview which Purvis claims to have had on the subject of the appointment of Mr. John H. Cook as attorney, and of Mr. Wormley as auctioneer for the commissioners, and my manner and reply, is a gross perversion of truth; and if my colleagues, including his own father, are put upon the stand and under oath, they cannot but corroborate what I say in regard to this matter.

"The allegation that Mr. Totten had paid, or offered to pay me, any sum of money, is also false; and so, too, is the charge, that there is any professional connection between us, other than that I have asked him to associate my name as counsel of record in such of the bank cases as might be intrusted to him. The propriety of this association of my name with that of Mr. Totten in cases in which the bank was interested was fully discussed and approved by the other commissioners. My desire to be thus associated was mainly that I might perfect myself more and more in the practice of my profession, a purpose which I had in view when I resigned my position in the Treasury Department, and which I not only gave to the honorable the Secretary of the Treasury as the main reason for my resignation, but also announced to those of the trustees of the company who were friendly to me at the time of and prior to my election as commissioner. A further object to be secured by the association was, that in the event of anything happening to Mr. Totten I might be fully posted about the several cases, and, if necessary, take charge of them.

"The reason I have not appeared in court in any of the cases has simply been because of

the want of time. I have never, however, received or charged, either directly or indirectly, one cent for services rendered in these cases, and Colonel Totten understands that any services of this kind I may render are to inure to the benefit of the company entirely.

"When it is remembered that I incurred the serious displeasure of Purvis by my strenuous resistance of his repeatedly attempted officious intermeddling in the business of the commissioners, and his attempted dictation as to what we should and should not do, and as to whom we should and should not employ, the animus of this cruel and unjust attack upon my character by this person may readily be inferred.

"My dear sir, I court the fullest investigation into all my official acts, but do let me have a chance to defend myself and to confront my accusers."

A. I admit writing that letter.

Q. I ask you whether you have read the testimony which I gave before this committee?—A. I have now; yes, sir.

Q. You say in this letter: "The statements of Purvis" (I suppose you mean me) "that I announced, soon after I was appointed, my intention of making all I could out of the affair," &c., "is a gross perversion of the truth," I ask you whether there is anything in my testimony that justifies that statement in your letter?—A. Not as it is printed in the official testimony sent to me by this committee.

Q. And you believe that testimony to be correct as printed?—A. Yes, sir.

Q. Then you take back this statement?—A. No, sir; I do not. I had not read this testimony as it is printed at the time I wrote that letter.

Q. Do you think you had a right to write a letter until you knew what the testimony was?—A. Yes. I do not take that letter back.

Q. I ask you whether you think you had a right to publish a letter based on the testimony until you knew what the testimony was?—A. I think I had a right to do it. Whether it was just the time to do it or not is another question. I might think differently now after reading this other testimony.

Q. In this letter you used the expression, "to make all I could out of the affair." You admit, then, that there is no such expression as that in my testimony?—A. There is no such thing as that printed in this official report of the testimony,

Q. Did you ever know me to tell you anything that was not true?—A. Not that I know of or now remember.

Q. When you stated that you did not accept the position merely for itself, and that you wanted to do some of the law business, was not my reply that equity cases are not pleaded at night?—A. No, sir; I do not remember that you used that language. As I remember, the language you used I gave it just now in my testimony: "You cannot practice law at night," or something of that kind.

Q. Did I not turn to Mr. Creswell and say to him: "When you were nominated and not confirmed you said to the board of trustees that you (Mr. Creswell) intended to do the legal work of this bank."—A. I do not remember that.

Q. Did not Mr. Creswell say, "Not in the sense that you understand it; it was merely to give advice?"—A. I do not remember that that conversation took place at that interview.

Q. Did I ever ask you in reference to the appointment of Mr. Cook before this interview?—A. I do not remember that. I think you spoke to me about it several times.

Q. Did I ever bring before you the appointment of any one besides Mr. Cook and Mr. Wormley at that particular time?—A. I think not.

Q. Was not Mr. Cook's application made before that interview took place?—A. It must have been made before because you brought it there.

Q. I mean, had not a previous application been made?—A. I do not remember.

Q. Was that an application I brought, or was it merely a letter setting forth why he should be appointed?—A. As I understood it, it was an application for his appointment.

Q. You do not know, do you?—A. It was a long document. Of course he set out certain reasons why he should be appointed, but nevertheless it was an application.

Q. I believe you have complained within the last year or year and a half that you could not sleep, and have been constantly complaining of your nervous condition; is that so?—A. No; it has only been within the last two or three days.

Q. Have you not said that your mind troubled you, and has it not been suggested to you that the constant use of tobacco has been the disturbing cause?—A. I don't know, I am sure; I have suffered a great deal from headache.

Q. You say in your letter to the chairman of this committee, "When it is remembered that I incurred the serious displeasure of Mr. Purvis, by strenuous resistance of his attempted officious intermeddling with the business of the commissioners, and his dictation as to what we should and should not do, and as to whom we should and should not employ, the animus of this cruel and unjust attack upon my character by this person may readily be inferred." I would like to ask what you mean when you say that I attempted to intermeddle with the business of the officers, and that I attempted to dictate to them what they should and what they should not do?—A. I say this: that the manner in which you spoke to me was very offensive. When I spoke of my hope of transacting some of this legal business, you said, "What business is that of yours? Your business is here in this bank; what time have you to attend to law business? You cannot attend to law business at night." I considered

that a most unwarrantable interference with my privileges and prerogatives, as commissioner, and I said to you at the time, "I am not the clerk of this commission; my hours are not necessarily limited here."

Q. Do you mean to say that I said more than that I would not have voted for you if I had thought you meant to make the position a stepping-stone for yourself?—A. I think you said just what I have given in my testimony.

Q. Do you mean the first time you gave your testimony, and while giving it, or the statement you make now?—A. I think the statements are the same.

Q. You did not mean then by my "intermeddling with the business of the commissioners" that I was meddling with the business of the bank when I came to ask you to proceed against Mr. Stickney, or any one else who had been charged with using the funds illegally?—A. No, sir.

Q. Then what do you mean?—A. You kept coming there and calling the board of directors together, kept having meetings and attempting to get resolutions passed ordering different things, until I, myself, went to the Secretary of the Treasury, and asked him what the privileges of the commissioners were, and whether the board of trustees had the right to meet at the bank, &c. I remember the Secretary's holding that they had not, and that if you gentlemen came in there, and did anything which might interfere in any way with the securities, or the affairs of the bank, we would be liable on our bond for any such interference.

Q. How many meetings did we hold as trustees?—A. I don't know, but there were several meetings.

Q. You did not know my motive in calling the board of trustees together, did you?—A. No, sir.

Q. You had nothing to do with it one way or the other, did you?—A. Not that I know of.

Q. You do not pretend to question my right to call the board of trustees together?—A. I question your right to call the board together at that bank.

Q. But you do not question my right to call the board of trustees together?—A. No, sir; you certainly can call them together if you wish it.

C. B. PURVIS recalled.

By Mr. LEIPOLD:

Q. Do you remember whether I did or did not say, when you brought the matter of Mr. Cook's appointment before us, that I, for one, was not willing to pledge myself to any one man, but that I desired to be left free to act as the interests of the bank demanded in each particular case?—A. Yes, sir; I remember distinctly all about it. I remember that you made that remark in addition to what I have already sworn.

ANSON M. SPERRY recalled.

By Mr. C. B. PURVIS:

Q. Did you tell me that Mr. Leipold had consulted you as to what he should do in reference to a proposition to divide \$700 that Mr. Totten had made to him?—A. I said that probably in your presence, perhaps to you at your house.

Q. Did Mr. Leipold consult you for your opinion as to dividing any money that Mr. Totten offered to divide with him, or did you not tell him not to take it?—A. I could not repeat the exact words.

Q. You can say "yes" or "no," can't you?—A. No, sir; I cannot answer "yes" or "no," but he either said that Colonel Totten had offered to share the fees with him, or that he could share the fees with him. I advised him not to do so.

By Mr. FROST:

Q. You mean fees as a lawyer and commissioner?—A. My understanding was, the fees which Mr. Totten charged to the bank for his services.

Q. That Mr. Leipold was to divide them with Mr. Totten?—A. That he either offered him to share, or that he could share in these, or that he supposed he could, or words to that effect. I cannot recall the exact words.

By Mr. C. B. PURVIS:

Q. Did you not say to me that you thought the amount was \$700?—A. Yes, that is the amount of the first payment made to Colonel Totten.

Q. Did Mr. Leipold tell you, or did he not, that the suits that Colonel Totten had would involve fees amounting to \$40,000 or \$50,000?—A. He did not tell me any more than he told other persons. It was in conversation with Mr. Wheeler, and came up incidentally. It is due to Mr. Leipold to say that that came up when he was regretting the

very large expense into which the bank was plunged by reason of the many complications around it.

Q. Did you ever hear of Mr. Leipold making out any deeds of trust?—A. No, sir.

Q. Or charging for them?—A. No, sir.

Q. And that he refunded the money after taking the pay?—A. I never heard of that as to deeds of trust.

Q. Or as to deeds of release?—A. It was in the case of the deed of release, I think, of our Jacksonville property. Mr. Leipold will be quite willing that I shall tell all about it. Mr. Leipold prepared that lease, for which he paid himself first by a check of \$10, which he drew. Upon his own motion or upon advice that that was an unusual charge for making out such a paper, he reduced the amount to \$5, and drew a check to his own order, which was paid. Subsequently, Mr. Leipold, acting upon his conscience in the matter, and for expediency, I suppose, refunded the money.

By Mr. LEIPOLD :

Q. Do you remember distinctly that conversation which took place between us—can you place where it was, and under what circumstances, in which you state that I said to you that Colonel Totten had offered to share money with me?—A. I cannot fix the date, but I was standing at my desk, which was near yours, and you were standing near.

Q. Have you any distinct recollection of what I said?—A. Of course I could not recollect the phraseology, but it was to that effect, that you had been offered a share in the fees, or supposed you could have a share in the fees.

Q. Was it not a conversation that took place between me and the commissioners, as to the propriety of doing such a thing?—A. No, sir; it was more definite than that. I remember my remark to you upon the subject of taking perquisites.

Q. As to the other remark which you say I made, (which did not appear in the evidence heretofore,) what were the circumstances under which I made that remark—that the law business as far as it had gone would now probably stand the bank in fees \$40,000 or \$50,000?—A. It came up in the matter of prosecuting criminally Hamilton, of Lexington, the defaulter, and in reference to pushing that suit, and whether it should be pushed or not. This conversation was had in the presence of Mr. Wheeler, sitting down familiarly at his desk; we were all sitting down talking the matter over primarily in reference to the prosecution. You were regretting the expense to which the bank was being put, and mentioned in that connection, and by way of regret, that the lawsuits alone would now involve \$40,000 or \$50,000 fees.

Q. Are you quite sure that I mentioned Mr. Totten's name in that connection?—A. I am as sure as I can be of a conversation held at a remote period.

Q. Did I not say that the law business as far as it had gone would probably cost the concern \$40,000 or \$50,000?—A. No; I do not think that was it, sir.

By Mr. FROST :

Q. What connection was there between Mr. Totten and Mr. Leipold at that time?—A. I am sure I do not know, sir.

Q. Was there any business connection between them; were they partners in business?—A. I don't know. Do you mean Mr. Leipold individually, or as commissioner?

Q. Individually. Was there any partnership between them?—A. Not to my knowledge, sir. I have been told since that Mr. Leipold was on the record as attorney in cases in which the bank was involved.

By the CHAIRMAN :

Q. Is there any relationship between Mr. Totten and Mr. Leipold by consanguinity or otherwise?—A. I have no reason to suppose that there is; on the contrary, I supposed quite the reverse.

JOHN A. J. CRESWELL sworn and examined.

By Mr. LEIPOLD :

Question. Have you read the testimony, on page 77 of the printed record, represented to have been given by Dr. Purvis, relating to the conversation which took place between the doctor and the commissioners with reference to the appointments of Mr. J. H. Cook as attorney and Mr. Wormley as auctioneer for the commissioners?—Answer. Yes, I remember there was such a conversation.

Q. Do you remember whether the language made use of, or which Dr. Purvis represents me to have made use of, is the language that was used?—A. I do not think that that states it exactly.

Q. Will you please state to the committee, to the best of your recollection, what the conversation actually was?—A. I can state very distinctly my own part in the conversation. I said that, so far as our duties were concerned, it was incumbent upon us to secure the

most efficient management of the bank, and to close up its affairs so as to secure the largest results to the depositors. I said that to that end we must secure efficient agents, and it mattered not to us what color they were; if we could get them of one color, all right; if not, we must get them of another, but at all events we must have efficient men. In the next place, I said if we could get colored men who could do the work that we desired to have done, other things being equal, we should prefer them; and I should be willing to take Mr. Cook and Mr. Wormley both, if they could do the work for the bank and for the commissioners as well as any others whom we could get in the city, but only upon those conditions. There was something said by you in reference to the conduct of the law business in the courts. You said something about desiring to make a reputation as a lawyer at the time you accepted the appointment, but I have no recollection that you used such language as that you desired to make all the fees in these cases yourself, or that there was anything said on your part that indicated that you desired to exclude Mr. Cook as interfering with your wish in that regard.

Q. Did I say that I wanted to do all the legal work myself?—A. I do not think there was any such remark made by you.

Q. Was there any such remark employed as that "I wanted to do all the legal work myself," as against Mr. Cook?—A. I think not; not to my recollection.

Q. On the application being presented, did I say, "We will not do it;" would that be like me, to make that statement as for all the commissioners?—A. I don't think you said that, but I will frankly observe that you are a man of excitable temperament, and you might make such a remark for yourself. You did not make any such remark as for the whole commission. I don't say but what you might have said that you were not disposed to give all the business of the bank to Mr. Cook.

Q. Have you any objection to stating what I said in connection with that matter of the appointment of Mr. Cook?—A. Not the slightest objection. It was merely that you desired to be free to do what you thought was best for the benefit of the bank. I have no recollection whatever of your saying anything to the effect that you desired to exclude Mr. Cook from the business of the bank, because of a desire to usurp it yourself. I think your objection to Mr. Cook was based on a different ground. I think you stated it correctly in your own testimony that you desired to reserve to the commissioners the right to select such attorney as they might see fit in each case.

By C. B. PURVIS:

Q. Did not Mr. Leipold get angry and say, the moment the application or letter of Mr. Cook was read, that it was an insulting letter?—A. I think there was some exception taken by Mr. Leipold to the form of the application.

Q. Did he not get angry then?—A. I do not know that he got angry, but he spoke with some degree of feeling as to the form of the application.

Q. You admit that he said something about his doing the legal work himself?—A. Yes; there was something said about that in the conversation later.

Q. And did I not say as a result of what he said that if I had known that he came there to make the position a stepping-stone, I would not have voted for him?—A. I do not know that you said that, but you certainly said something by way of objection to his acting as commissioner and as attorney at the same time.

Q. Do you not remember Mr. Leipold saying he saw no reason why he should not make out all the deeds of trust and deeds of release at home at night himself?—A. There was something said about that.

Q. On the strength of what Mr. Leipold said about his doing legal work did I not turn to you and say, "Mr. Creswell promised to do the legal work himself?"—A. Yes; and I said to you that you had misapprehended me altogether. I did not intend to take charge of the conduct of all the cases of the bank in the courts. I said I would undertake to advise the commissioners as to the course they should pursue.

Q. Did you not say to me, after that, when I applied to you, that the preference should be given to Mr. Cook, he being a colored man?—A. Yes, I did say so—other things being equal—and I said the same thing with regard to Mr. Wormley.

Q. Your impression, then, is that the reason I said to Mr. Leipold that I would not vote for him was because of what he said in reference to doing the legal work?—A. Yes, sir; and there is one remark I wish to make, that is that Mr. Leipold's position, during our whole management up there as commissioners, has been that we should never recognize any assignment of these claims to any person. He has stated that strenuously and sometimes bitterly, and his position on that question has been so determined that I think it due to him to state it.

Q. Have I ever applied to you for a position for any one in that bank?—A. No; except this application of Mr. Cook.

Q. Have you ever known me to attempt to meddle with the business of this bank?—A. No; not unless that could be construed as meddling. There is a matter personal to myself as to which I wish to make a remark. On pages 96 and 97 of the testimony given by Jonathan Bigelow, he alludes to a lease made by me, when Postmaster-General, about the month of June, 1873, to one Andrew C. Bradley, for a building on E street at a rental of

\$4,200 a year. If Mr. Bigelow had come up and examined the reports of the House of Representatives he would have found the whole history of that matter detailed by me in the report which I sent to the Committee on Appropriations, and which was printed by order of the House. The facts are these: In the month of May or June, 1873, after the making of the appropriations for 1874, it became apparent to me that there was not room sufficient in the Post-Office building to properly work or employ all the clerks designated in the appropriation bill, and I named three gentlemen of the Post-Office Department to examine and determine whether there was space enough. They reported to me that there was not; that the public service required that there should be additional room; and after a thorough examination of the Post-Office building they said that room could not be found within the walls of that building, and it would be necessary to find additional accommodation outside. With that view, I addressed a note to the Secretary of the Treasury, asking him to assign me some one in the architect's bureau of the Treasury to examine the buildings which might be from that time forward (and some of which had been already) submitted to me for that purpose. The detail was made to me of some gentleman whose name I have forgotten, and all the applications of buildings submitted—eight or ten in all—were given to him, and he made a thorough examination of them and reported to me two or three buildings to which he gave the preference. The one, however, to which he attributed the best accommodation was the building on E street. I knew nothing about Mr. Shepherd being interested in it. I did not know Mr. Bradley, and I think this was the first time I met B. H. Warner. Mr. Warner was acting as the agent of Mr. Bradley, and I did not know Bradley or Shepherd in the matter at all. The reason why Mr. Warner came to me was that he was the representative of that particular property. The agent of the Treasury, from the architect's office, reported to me that this building was decidedly the best adapted for the business of the Department; that the rent was \$4,500, and that it was a reasonable rent. I went down myself and examined the building, taking his report in my hand; and on coming back to the Post-Office Department I found Mr. Warner there, and I said, "Your rent is too high, I will give you \$4,200. If you take that, well and good; if not, we will not take it." He retired, and in a while returned and said he would take that rent although it was too small. I said further, "I rent this building conditionally. I take it subject to the approval of Congress, and that fact will be inserted in your lease, but you cannot get a dollar for your building until Congress ratifies the lease." He inserted that statement in the lease; and when Congress assembled I sent a full report of the whole transaction to Congress, with a list of all the applications submitted to me, the prices at which the owners proposed to rent the building, and my decision. The whole matter was in that way laid before the Committee on Appropriations, and they ratified it. The rent has since been reduced from \$4,200 to \$2,200 by the action of the House of Representatives, I think about a year ago. So far as Bradley and Shepherd were concerned I knew nothing whatever about them, and the only object I had in making that lease was to promote the interests of the Post-Office Department.

By Mr. FROST:

Q. How do you account for the difference in rent between the \$4,200 and the \$2,200?—
A. I think Mr. Jeremiah M. Wilson, of Indiana, said the rent was excessive, and had it reduced from \$4,200 to \$2,200; but it was the best building that I could get, and at the most reasonable rent at the time. There was a considerable fall afterward in the rent of buildings in Washington.

By the CHAIRMAN:

Q. Did you not observe, when reading that testimony, that the information sought to be elicited by the examination of Mr. Bigelow had not any reference to the motive of the Post-Office Department in making the lease, but to find out if he could explain how it was that a party could obtain from the Government a lease of that property ten days in advance of his having any title to it, colorable or genuine?—A. I did not examine the title when Mr. Warner came to me. The lease was drawn up by the Solicitor of the Treasury, and all questions of law and title were of course to be submitted to him, and to be subjected to an examination by the committee before any payment should be made.

By Mr. LEIPOLD:

Q. Tell the committee what you know about my general conduct in the management of the business of the Freedman's Savings and Trust Company, as far as it foreshadows whether or not I tried to promote, as far as possible, the interests of the depositors of that concern.—A. I will state that very cheerfully. I have been very much impressed, Mr. Leipold, with your efficiency, and with the constant zeal and energy which you have displayed in your efforts to promote the interests of the depositors and creditors of that bank. I think your management has been efficient to an extent equal to that of any trustee I have ever known.

Q. Has anything ever come to your knowledge that has for one moment impaired your confidence in my integrity and honesty, as connected with any transaction of that bank?—
A. Nothing whatever. I have as much confidence in you now as I had when I began. Just as soon as my confidence should be impaired I should make it known.

ROBERT PURVIS sworn and examined.

The WITNESS. Having heard the statement or explanation given by Mr. Leipold in regard to the matter of our claims against Johnson and Scott, as well as the charges that have been brought against him by a man by the name of Howell, I am here to confirm fully in every respect all that he has said in defense of himself. I think that whatever was said or done in regard to the Scott and Johnson affair had my hearty approval, and was consistent with that singleness of purpose which has characterized his conduct in the prosecution of all the claims of the bank against the parties. I think he acted wisely and justly in that matter, and I was fully in accord with him. In regard to this man Howell, and the selling of books, I think he may be perhaps honest about it, only that he has confounded the name of Mr. Leipold with some other person, for he came continually to the bank, and sought me, latterly, to make complaint against Mr. Wilson, the former cashier of the bank. I never heard him say anything against Mr. Leipold in that connection, and I may say that when anything was said in regard to this matter, Mr. Leipold always, with myself, felt and said that the depositors had better hold on to their books, and that it was worth more to them than anybody else. As to the matter of conversation at the meeting that we had, I have a perfect and, I am sorry to say, a very painful recollection of what transpired.

By the CHAIRMAN :

Q. Which interview was that?—A. I am speaking now in regard to the conversation touching the application of Mr. Cook and Mr. Wormley. These gentlemen both desired to be employed. One of them had been solicitor to the bank when in existence, and from my knowledge of Mr. Cook I thought him suitable in every respect, being a man of education and a gentleman. I had a little talk with Mr. Creswell in regard to the appointment of colored men. The colored people looked to me as somewhat representing them there, asking no favors, to be sure, but, as Mr. Creswell said, all things being equal, they thought they ought to be heard and represented there. Mr. Cook addressed me first in the matter, I think. He talked to me about the place, and I hesitated somewhat and told him I thought he had better address a letter to the commissioners. From some little thing that happened before this time, I thought it was, to some extent, true that Mr. Leipold had some unreasonable prejudice against him, and against the appointment (as it seemed to me afterward) of any one that would interfere with some preconceived plans of his with regard to the counsel for the bank. I was present when my son presented the application, and I at once saw an opposing feeling. Mr. Leipold is a hasty man and, I think, unwittingly does many things in a hurry. I recollect his speaking up at once and saying, "I am opposed to it. I am not here to make sacrifices for the colored people. I am here to make a reputation and to take these cases into court with such counsel as we may appoint, and to divide the fees." That was distinctly stated, and I have talked with Mr. Leipold since, and I do not think he has attempted to deny it. Then my son, equally hasty with him, said, "If you had avowed that, you never would have been appointed; I should have opposed you." Mr. Leipold did say in regard to Mr. Cook that he would not commit himself to putting the interests of this bank into the hands of any one man, and I think Mr. Creswell, too, said, in substance, the same thing. Beyond that I do not know that I recollect. A great deal of it was in the manner; it was very decidedly opposing. It certainly impressed me decidedly that he was very much opposed to the appointment of Mr. Cook, because he had planned out, as he avowed above-board, that he wanted to go into the courts and have a part interest in this matter, and he did not at that time see, I suppose, as he afterward saw, that there was any impropriety in it, but he certainly did expressly avow the views I have mentioned.

By Mr. LEIPOLD :

Q. You are quite certain that the question of fees came up at that particular interview?—A. That was your language exactly.

Q. And at that particular interview?—A. Yes, at that particular interview.

Q. At that interview, was it not something of this kind that was said: that I was opposed to pledging myself to any one man; that I wished to be free to act in each case as it came up, and that by and by, if I should get time, I wanted to attend to some of this law business myself?—A. Well, we have frequently talked about that, and I have frequently heard you say that you wanted, as a young lawyer, to have practice and experience; but I do not think it was said then. I think you were excited at the time.

Q. Is there not a very great distinction between that and what I am represented in this testimony as saying—that I wanted to do all this law business myself?—A. I did not hear you say that. You declared very distinctly what I have said, that your purpose was not to make sacrifices for the colored people, (which was a very gratuitous remark,) but that you came there to make a reputation, and to get into court and to share the fees.

Mr. FROST to Mr. Leipold. Do you admit that remark, Mr. Leipold?

Mr. LEIPOLD. I do not admit that the matter of fees was discussed at that time. I said, as I have already stated, that we had talked of fees.

The WITNESS. Or share the fees with such counsel as may be associated with the matter?

Mr. LEIPOLD. I do not admit anything of the kind.

The WITNESS. Then Mr. Creswell said something about the impropriety of committing the commissioners to any one person, but the feeling was very decided about Mr. Cook.

By Mr. LEIPOLD:

Q. Are you not aware that the law business is distributed among different attorneys?—A. You have told me that you have given Mr. Cook a portion of the suits. I made it my business to inquire of Mr. Cook in the matter, and I feel sorry to know, as he has informed me, that what you gave him were such insignificant cases, with such little pay, that a single case or two that Mr. Totten holds would probably cover all that you have given him, and that you seemed to be doling out to him in a way that must be regarded as very exceptional. I have never said anything to you in regard to it, but I have got that from Mr. Cook himself. I understand that you have given him simple matters of over-draft, some of them involving only a few dollars; I don't know the amount involved.

Q. Has anything come to your knowledge in the conduct of the business of the bank by myself that would impair your confidence in my integrity?—A. Only so far as I may have been impressed by the statements that Mr. Sperry made to me touching the matter of dividing a \$700 fee with Mr. Totten.

Q. From what you know of the conduct of the business in that bank, are you prepared to say that I have left anything undone which was necessary to be done for the protection of the depositors of that concern?—A. I am free to say here, as I have said everywhere, that I have known of no man that with such good faith and persistency has attended to the interests of these depositors. It cannot be better done.

By Mr. C. B. PURVIS:

Q. The only difference between my statements and Mr. Leipold's, I understand, is the use of the word "all" in connection with the legal business?—A. Yes, sir; that is very material.

Q. Did you understand me as saying distinctly to Mr. Leipold that I would not have voted for him if I had known what he then stated, and was not that remark of mine the outgrowth of what I said in regard to having these lawsuits himself?—A. Certainly.

Q. Did I not urge the appointment of Mr. Cook on account of his color, all things else being equal?—A. I think you made some such remark; I don't recall it exactly.

Q. Did you not urge his appointment?—A. Yes, sir; I thought he was competent.

Q. Did not Mr. Leipold say he saw no reason why he could not take some deeds of trust home and make them out and take the pay for them?—A. Yes, sir; and I confess I did not see any reason against it myself at the time.

Q. Did not Mr. Leipold, when he first came to the bank, say he was a man for work?—A. Yes, sir.

Q. Did not Mr. Creswell say, "I will attend to the legal part?"—A. Well, I understood him so, with the explanation that he subsequently gave.

Q. I mean at that interview with the trustees?—A. Yes, sir; when Mr. Leipold had declared that he was a working man, and a man that would look after these accounts, and Mr. Creswell referred to the fact that he would give the benefit of his experience and knowledge on any question involving law points, then it occurred to me that although I had received the compliment of a unanimous vote, yet that I was a supernumerary, and I at once said I will not accept this position; but I was told by Mr. Ela and other gentlemen, "We want you there; you are known to the colored people and it would impart confidence to this thing;" and urged and pressed it upon me, and finally I yielded. Although I have said that I was a supernumerary, and one of the members of this committee has presented Mr. Creswell and myself in a light very annoying to me, yet I will say that I have rendered services and so has Mr. Creswell.

Q. Have I ever directly or indirectly interfered with the commissioners?—A. Never.

Q. Have I ever attempted to dictate any of the appointments?—A. Never.

Q. Was Mr. Cook your recommendation, or was he mine, to your colleagues?—A. He was my recommendation.

Q. Did not Mr. Creswell say when he accepted the nomination that he wanted our cooperation?—A. Yes, sir; and moral support.

Q. Do you understand that my calling the trustees together was giving him that moral support in prosecuting defaulters?—A. So I understood it, and there could be no other possible motive.

Q. When I went as one of the committee to have Mr. George Stickney removed from the trusteeship of the deed of trust, did not Mr. Leipold treat us badly?—A. He treated you cavalierly, I thought.

Q. Do you not know that Mr. Leipold has from the beginning had some prejudice against Mr. Cook?—A. I have already stated that.

Q. Have you not heard, time and time again, that Mr. Leipold had no sympathy with colored people?—A. I heard him make the remark that he had not come there to make sacrifices for the colored race.

At the request of Dr. Purvis, the chairman states that he never saw Dr. Purvis in his life until he met him in the committee-room as a witness: that he was subpoenaed on the suggestion of somebody on the ground that he could communicate something that was of importance in the progress of the investigation.

Adjourned.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, D. C., May 1, 1876.

The committee met at 10 o'clock; present, Messrs. Douglas and Riddle.

ENOCH TOTTEN sworn and examined.

By the CHAIRMAN:

Question. State your residence and occupation.—Answer. I reside in the city of Washington. I am a practicing lawyer here, and have been practicing here about eleven years.

Q. In the course of your professional engagement have you been employed frequently and in important matters by the commissioners of the Freedman's Savings and Trust Company?—A. I have been engaged in a good many important matters, and in some that are not very important. I have done a good deal of their legal business.

Q. Can you give an approximate estimate of the professional value of the services rendered by you up to that time, and of those to be rendered on the matters now in hand?—A. I do not know exactly how to get at that estimate. I have charge of probably thirty or forty cases. If my services were to be terminated now, the value of such services would be somewhere in the neighborhood of \$6,000 or \$8,000. I have never calculated the matter at all.

The CHAIRMAN. I thought you very probably had some entries on your books.

The WITNESS. I have some entries of various things. When I get a case I usually charge a small fee, which I call a retaining-fee. The cases are going on constantly, and I do not charge for each thing I do in them. When I terminate a case then I make my charge for the whole business in that case. So far as future work is concerned, I do not think I could give you any estimate about it. The services which I may hereafter render in time will be entirely dependent on the extent and earnestness of the fight made in them. Where there is no controversy the fees do not amount to anything of consequence. My cases are nearly all cases that are litigated with a good deal of vigor. I have but very few cases on promissory notes where judgment is taken by default, and I have several which are very bitterly contested.

Q. Have you ever intimated to any one, (to Mr. Leipold, for instance,) that the litigated matter confided to you as attorney for the bank would reach probably to \$40,000 or \$50,000?—A. I never have, neither to Mr. Leipold nor to any other person. I never have said anything from which any such inference could be drawn. I never had an idea that my fees could reach that sum.

Q. Did I understand you to say that from \$6,000 to \$8,000 would cover your fees for services rendered up to that time?—A. I think that they would probably not go over \$3,000, and most likely would fall short of that sum. I have been doing business for the commissioners since sometime in the month of August, 1874.

Q. What heavy, hotly-contested cases, where there is a possibility of realizing anything for the bank are now under your professional charge?—A. I can give you some of them. In the first place I have a case against Stephen Talty; that is in the Supreme Court of the United States. We have had two bitter trials of that case, one before a jury, and one in the court of appeals, and it is now gone to the Supreme Court. The amount involved is about \$64,000 or \$65,000. That case arose before the commissioners came into office. It was given to me by Mr. Eaton. It is a corporation-stock case. Talty is the plaintiff who took out a writ of replevin. I represent the bank against him.

Q. What was the ground of his claim to replevin?—A. He claimed that the property was his, and was given as collateral security to a man named Kendig, and that Kendig sold it without authority. I regard that case as a good one, and believe that the bank will get the money. Then there is the case of the Freedman's Bank against Dodge & Darneille, which is a proceeding to set aside a deed of release alleged to have been improperly given, and to sell the release, which consists of property in Georgetown. I got beaten before the chancellor in that case, but on an appeal the judgment was reversed, and I got a decree, and from that decree an appeal has been taken to the Supreme Court of the United States. The case will not be reached till some time next term. The next case, which is also an old case, arises out of a deed of trust on the furniture in the St. James Hotel. That has some connection with the Spicer note. I have also had a decree in that case. That case arises through a controversy as to the distribution of the assets arising from the sale of the St. James Hotel furniture under the chattel-mortgage. The conflict is between the landlord's lien and the chattel-mortgage held by the Freedman's Bank. I got a decree in that case, also, and it is gone up for review to the Supreme Court. I am not as confident about that case as I am in the Talty case and the other one, but I think it is also a good one. There is another controversy which we have with the Young Men's Christian Association which is very lively, and we have also another controversy quite lively with S. T. Suit. That case was tried in the Prince George's circuit court and has gone to the court of appeals in Maryland, and will probably come up to the Supreme Court. In that case they assail the statute under which the commissioners are acting as being unconstitutional and void. I have also a case against General Robert Williams to foreclose a mortgage near I street, and that case has been very bitterly contested. Then there are two of the Vandenburg cases which are fought step by step in order to get as much time as possible. I have two cases against a

man named Lanahan, with whom we are having a controversy; but whether we will get anything out of them depends a good deal on the opinion of the court.

The CHAIRMAN And on the ability of the defendant—the value of the security?

The WITNESS. The security is pretty good. The notes have got into the hands of Mr. Lanahan, and I am assailing his title. The case arises out of some transaction with Mr. Boyle. There are a good many other cases, but I have given you the bitterest ones. They all fight furiously. They seem to think that the Freedman's Bank is bursted, and that they may as well get clear of it as anybody else.

Q. Speaking of the Dodge suit you said that there was an improper lease made which it is the effort of the bank, through you, to set aside; who made that release?—A. Mr. Huntington. I do not want to swear that it was an improper release.

Q. You say that this release was made by W. S. Huntington?—A. If I did say so I ought not to have said so. As I understand it, it was made at the request of Mr. Huntington as the holder of the note, and the request was made to the trustees, F. W. Jones and Mr. Darneille. I think they were innocent in the matter. Mr. Jones, one of the trustees, held the mortgage for the benefit of the bank, as the assignee of the note, and he states that this note was in the hands of W. S. Huntington.

Q. By what authority did W. S. Huntington make the release; did he have possession of the notes?—A. I do not know. I argued in the case that if he did have possession of them he had no business to have possession of them, and the court, I think, adopted my theory of the case, that these notes belong to the assets of the Freedman's Bank, and that if Huntington did direct the release to be made by the trustees, he had no authority to do it, and they had no business to execute the release on his say-so; but as a matter of fact, the records show that he did order that release to be made.

Q. You are aware of the fact that W. S. Huntington was one of the finance committee of the Freedman's Bank?—A. I have no doubt that he was at one time a member of the finance committee.

Q. Were you aware of the fact that the most intimate and confiding relation existed between W. S. Huntington and the actuary of the Freedman's Bank?—A. I cannot swear to that, but I think so. I was not very intimately acquainted with either of the gentlemen.

Q. Are you aware of the fact that W. S. Huntington and R. T. Dodge were both stockholders in the Seneca Sandstone Company?—A. I do not know it, but I think so. I do not know whether Huntington had stock in that company or not. It was understood as a matter of general information that he had to do with that concern, and that some Mr. Dodge had also to do with it, but whether it was R. P. Dodge, I do not know.

By Mr. LEIPOLD:

Q. I wish you to detail whether any conversation took place between you and me about my associating myself with you in the bank cases, and about my participating in the fees, and what the facts are as to my participating in any fees, either prospectively, retrospectively, or in any way. Tell all that ever occurred between us on the subject.—A. Soon after Mr. Leipold and these other gentlemen were appointed commissioners, Mr. Leipold told me that he was anxious to get into the practice of law, and that he expected to attend himself professionally to the business of that bank, or rather that he should have the charge of it, and that he wanted me to assist him in the business. He said that he had but little experience in the practice of the law, and that the matters must be important, and he desired my assistance. What we said about fees I do not recollect distinctly, but I remember that he said that the fees to be charged for the work were to be the ordinary compensation that attorneys charge for such services. I do not think he said anything about a division of fees or that he was to have any of them. But my notion about it at the time was that if he did work, he would be entitled to be paid for it; and that for what I did I should be entitled to be paid a reasonable compensation. After a while Mr. Stickney got me to do some business. Soon afterward, (I do not recollect how long, nor can I give the dates about it,) Mr. Leipold came to me and told me that he found from the situation of affairs of the bank that he could not practice law; that he had not time to do it, and that the conversation which he had with me might go for naught. He said that he would have nothing to do with the professional business of the concern, and that he wanted me to understand that there was nothing more of that idea which was in his mind at the outset. I think that he said something about the embarrassment which he was laboring under in getting the work of the bank straight. At all events he said that he would not help me in any way; that he could not do it, but that if the time did come when he could help me in the business, he would let me know. That was the end of the conversation. I do not think he has had any conversation about it since, until very recently—until it was published in the newspapers that he had divided fees with me. I never did divide any fees with him, nor did I expect to do so. I have received from the bank, from time to time, fees on account of my services, but I never offered Mr. Leipold, or anybody else, any part of them, nor did I expect to divide fees with him or anybody else. Somebody else swore here that there was a professional connection between us. That is not true. He has not anything more to do with my business than you have, and the only conversation from which anything of the kind could be drawn was the original conversation which he had when he thought he could attend to the professional business of the concern.

That is all that there was about it. I have been attending regularly to the business for the bank, and I go in there nearly every day on my way down town. Mr. Leipold generally has a lot of memoranda on which he wishes to ask my advice, and I give him advice every day of my life. I do not charge him for this, however. I have done a good deal of work for the bank which I have not calculated to charge for, and do not intend to. It is a customary way that I have, and I think that almost all the members of the bar here have it, when we are doing work for a man to give him horseback opinions when he wants them. If, however, it is a matter of importance, I decline to let my clients act on an opinion of mine given off-hand; but frequently matters come up about which my opinion is, in my own judgment, perfectly reliable. But so far as dividing fees with Mr. Leipold is concerned, that is not true. I never supposed that Mr. Leipold's idea was that I should divide fees with him. My idea was, that if he did work for the bank, he could charge the bank for it, and that the other commissioners could regulate his fees as they do mine.

Q. Is not my name, as a matter of fact, associated with yours as an attorney in the bank cases that are intrusted to you?—A. Yes.

Q. What is your understanding about that?—A. Mr. Leipold's name is signed to all the pleadings and proceedings, except, perhaps, in a few cases, where I have forgotten it, and Mr. Leipold's idea, and my own, too, in having that done was that when he gets the business of the bank cleared up so that he might not stay there all the time, he might come and help me to do the legal work, and relieve me from the drudgery of the business. He wants to get into the practice of the law, and I have kept the proceedings in that way so that if I should die or should go away, Mr. Leipold could take charge of these cases and close them up.

By the CHAIRMAN :

Q. I understand you to say that the beginning of your employment as counsel for the bank was by Mr. Leipold associating you with himself?—A. To do the business. That was my understanding; that he, being a young man, wanted assistance from somebody older than himself in the practice of the law.

Q. That did not constitute any copartnership between you and him which entitled him to any share in your fees?—A. No, sir.

Q. If you are the assistant counsel, whether senior or junior, and if Mr. Leipold is counsel of record in those cases, what is to prevent him, according to the practice of the profession, from charging his fees to the bank? Has he not a right to charge his fees?—A. He would have a right to charge his fees if he did anything.

Q. Then, whenever he has leisure he has a right to come in and do what he likes in those cases and charge fees for his services. In other words, the associating of your name with his is not so much to afford him an opportunity to come in from time to time as to keep the cases open for him to come in when he chooses?—A. It is to give him an opportunity to come in if he chooses.

CONTINUATION OF THE STATEMENT OF MR. LEIPOLD.

The WITNESS. I wish to make two corrections in my testimony given on Saturday last. The first is with reference to the failure to have the note of Mr. Juan Boyle protested. If I recollect correctly, the testimony that I gave was that I did not think the note was in possession of the bank at the time that it matured, and that for that reason it was not protested. On looking at the records, and having an interview with the loan-clerk who has charge of the notes, I find that that is not so. The note was in possession of the bank—at least I presume it was—but when it came into the bank originally (the loan-clerk being absent) the clerk in charge of that particular branch for that day neglected to enter the note on what they call the tickler. When a note comes into the possession of the bank it is entered under the regular date of its maturity, so that two weeks before the note becomes due the clerk looks over the books and sends the notices. This note not having been entered on this little book, it was overlooked at the time that it matured. Any impression that may have been created that Mr. Stickney had anything to do in withholding that note from protest would be unjust to him. It was simply an oversight of the clerk who had charge of that part of the business. There is another statement which I wish to make. From some testimony which I am supposed to have given before the committee a little over a week ago, two gentlemen of the committee have drawn the inference that I meant to testify that the other two commissioners never rendered any services. I am not conscious of having given such testimony. The question that was addressed to me by the chairman of the committee was something like this: "You are the working man of the commission?" I hesitated, and if I did not say, I wanted to say, (I think I did say,) "I do not like to say anything on that subject." Thereupon the chairman said something to the effect that when he had been to the bank I seemed to have been the working man. Toward the last of my examination another member of the committee asked me some question about some matter which I hesitated to answer, but I did say, in answer to a question of his, that Mr. Creswell came to the bank sometimes every day for a week, and that then again he would not come there for a week, but that whenever a matter of importance came up I would either send for him or consult him about

it. I believe that that was the full extent of the testimony that I gave with reference to this subject. If the inference created by that testimony was that the other two commissioners never rendered any services, it does them great injustice, and I never meant to intimate any such thing. I do wish to say that, from my understanding of the matter, both Mr. Creswell and Mr. Purvis did all they undertook to do originally when the matter was discussed before the board of trustees who elected them, and they have both rendered services, and very important services. As to the services rendered to the bank by myself, I would much rather that others speak of them than speak of them myself.

By the CHAIRMAN :

Q. On Saturday last, when you were under examination, you stated that there had been no discrimination made between the classes of the debtors of the bank in enforcing payments, and you left the impression on my mind that whenever the debt was well secured, and when the interest was promptly paid or collectible, the same indulgence was extended to all. Am I correct in putting that interpretation on your evidence? If not, please state what you did mean to say on that occasion.—A. No intentional discrimination has been made.

Q. On the occasion referred to in the last preceding question, I was examining you as to the debt of W. J. Murtagh, as stated on page 12 of the commissioners' report. I find on the same page a debt charged to J. H. J. Schureman for \$1,200, (the same amount as is charged to Murtagh,) on which it appears that \$13.42 interest was paid to the commissioners, while but \$2.88 had been paid by Murtagh. Has the same indulgence been extended to Schureman as was extended to Murtagh?—A. Yes, sir.

Q. Have you not caused the security on which Schureman's loan was obtained to be sold, and is there not a balance in the hands of the trustees due to Schureman over and above his debt?—A. In the first place, there is no comparison between the value of the security in the Schureman case and in the Murtagh case. In the next place, Mr. Schureman had made no payment since the date of the report, (if I remember correctly,) either on account of interest or on account of principal. Mr. Murtagh had. In the next place, there was a large accumulation of taxes against the Schureman property, amounting, I think, to over \$350. After trying in every way to induce Schureman to make some payment, we found that he was not the owner of the property at all; that he had disposed of it to a man named George T. Johnson, who is largely indebted in other matters. Having used every effort without success to induce Mr. Johnson to pay at least a portion of that debt, we filed a bill in the court to have a trustee appointed and the property sold. The value of the security is shown by the fact that we have had to buy the property at \$600, while the amount of the indebtedness was about \$1,700.

Q. The commissioners' report shows that at its date \$187 had accrued on Murtagh's debt, and that he had paid \$2.88. The same report shows that \$237 of interest had accumulated on Schureman's debt, and that he had paid \$32.40. In what respect was he in greater default than Murtagh?—A. The figures themselves show that at the time of the report the indebtedness of Murtagh was \$1,389.88, and the indebtedness of Schureman, \$1,409.40; but the discrepancy between the two arose subsequently to that first report, and all action had by us, in either matter, was subsequent to that first report.

Q. Is this [handing a paper to witness] your handwriting?—A. Yes.

Q. I hold in my hand a note, dated September 15, 1874, admitted by you to be in your handwriting, to the following effect: "J. H. A. Schureman, esq. Dear Sir: Your note for \$1,400, dated April 24th, 1872, was due April 24th, 1873. If not paid by the 30th inst., the property will be advertised for sale under the terms of the deed of trust." I have another note of the same date, also written by you, addressed to the same party, in the following words: "Dear Sir: Your note for \$200, dated April 24th, 1872, was due April 24th, 1874. If not paid by the 30th inst., the property will be advertised for sale under the terms of the deed of trust." How much interest was due on the debt of \$1,600, and how was that debt secured?—A. The interest due at the time of our making our first report was \$274.22.

Q. How much was due at the date of these notes?—A. I cannot tell without referring to the bank and figuring it up.

Q. Look at these notes [handing them to the witness] and see if they are the notes referred to.—A. They are.

Q. Do the notes show that the interest was paid in full on both of them up to April 24, 1873?—A. Yes, sir.

Q. Did you apply to Schureman for any interest (being a little over one year due) before notifying him of the sale stated aforesaid?—A. I do not recollect. I presume I did.

Q. Did you have the property sold?—A. We did.

Q. You stated as a reason for directing Schureman's property to be sold and enforcing the collection of the debt, that you had discovered that the property was not his, and that, besides, the taxes had been allowed to accumulate to the amount of some \$300?—A. I made no such statement with reference to that particular property. You are speaking now of another loan entirely. This is a \$1,600 loan secured by different property entirely.

The CHAIRMAN. The \$1,600 loan is secured on lot 24, square 722?

The WITNESS. Yes, sir.

The CHAIRMAN. And the \$1,200 loan is secured on part of lot 24, square 723. The only difference between the two is that one is secured on part of the lot and the other on the whole lot?

A. No; but on another part of the lot.

Q. How does that appear?—A. It is put down here [referring to the commissioners' report] as the whole lot, but that is a mistake; it is only part of the lot—the \$1,600 note is secured by a different part of lot 24 from the \$1,200 note.

Q. Which part of lot 24 was sold for only \$600?—A. The part securing the \$1,200 loan.

Q. Is not that matter now in litigation on the suit to foreclose a mortgage?—A. No, sir; it has been disposed of since our last report.

Q. Then the \$1,600 note was or was not amply secured; what do you say about it?—A. I think it was amply secured.

Q. If the debt was amply secured, and there was no more interest in arrears than in the other case, why did you order this property to be sold when you extended indulgences to others in the same situation, and especially to W. J. Murtagh?—A. To that I can simply say that we held hundreds of notes secured by real estate; that we had to make a beginning somewhere: that without any intention to discriminate against Mr. Schureman, his case happened to be put up before the case of the other gentleman; but, if I recollect correctly, it was because Mr. Schureman was not in a position, either then or prospectively, to reduce his indebtedness, and in addition to that there was a very large accumulation of taxes on that property.

Q. Who sold the property for the commissioners?—A. I think it was Mr. Stickney.

Q. Has he ever made any return of the proceeds to you?—A. Yes; as far as the interest of the bank called for it.

Q. Are you acquainted with Mr. Stickney's handwriting?—A. Yes.

Q. Look at this statement. [handing it to the witness,] purporting to be an account of sale of that property, and see if there was not a clear surplus over and above the payment of the debt, principal and interest, accrued taxes, and most extraordinary charges for actuary-fees, commission, and advertising.—A. There seems to have been such a surplus. I would like to state here that it was not a sale. The property was bought by the holder of the second mortgage. There was another deed of trust against the property.

Q. There was a surplus over and above the amount due to the Freedman's Bank?—A. Yes.

Q. And everything else he owed in the shape of taxes, interest, actuary-fees, commission, and advertising?—A. Yes.

Q. Therefore the debt to the Freedman's Bank was amply secured?—A. Yes.

Q. And there was but one year's interest in arrears?—A. There was over two years' interest.

Q. When you served that notice?—A. We gave him lots of time after that. It was six or eight months after that before the property was sold, between the time when we served the first notice and the time that the property was sold. There was nine months between the serving of the first notice and the sale of the property.

Q. If you did not get the money from the purchaser, and if you sold the property to somebody else, what was the use of your selling it on Schureman.—A. That is a matter for the trustees.

Q. You sold the property of one man because he did not pay his debt, and you sold it to another man, who does not pay the debt, and you take security on the same piece of property?—A. We could not do otherwise. The deed of trust provides the terms on which the property is to be sold, and we could not set aside those terms.

Adjourned.

SELECT COMMITTEE ON THE FREEDMAN'S BANK,
Washington, D. C., May 2, 1876.

The committee met at 10.30 a. m. Present, Messrs. Douglas, Bradford, and Riddle.

Examination of R. H. T. LEIPOLD resumed.

By the CHAIRMAN:

Question. In depositing heretofore in regard to the settlement had by the commissioners of the Freedman's Bank with G. W. Stickney, you mentioned a sum retained by him, and not accounted for or paid over to the commissioners until discovered and demanded by them, which sum appears to have been accrued interest on what was known as the Rost Home Colony fund. Please state whether there are any other instances in which there was similar default in rendering his accounts made by Mr. Stickney.—A. The money which you refer to was composed partly of interest on a \$15,000 note, which was the capital of the Rost Home Colony fund, and partly of the amount of a \$1,500 note which he had collected. In the course of our examination and efforts to collect the different notes

held by the Freedman's Bank, we found a note of one Dillard for \$1,117.53, purporting to be secured by some District securities, which seemed to have been disposed of by Mr. Stickney, and to have been applied in payment of the note. The note is still due. In questioning Mr. Stickney on that subject, he said (and it so appears) that he had been appointed as an attorney by Dillard to collect any sums that might be due him by the District government; that he was also attorney for Dillard to transact all his money business, and that he himself had personally advanced moneys to Dillard; to re-imburse himself for it, he claims to have disposed of these securities. We have also a note of William Williams, purporting to be secured by certain real estate; which, on investigation, we found to have been sold under a foreclosure, and a balance of \$1,106.58 remains due on it. Mr. Stickney, in answer to our interrogatories on the subject, informed us that he had used a portion of those moneys in the payment of taxes that had accrued on the Wilkes property, sold by him as trustee for the benefit of the bank, and which property was security for a \$10,000 note of Wilkes. We also find that there is on the books of the bank a record of a note of W. M. Pumphrey for \$1,000, I think. The note, however, is missing. I do not recollect ever having seen it. The books show that there is a balance due on it of \$650. On having the title examined to see whether that note had been released, we found that it had been released. On speaking to Mr. Stickney on the subject, he does not seem to recollect how it happened. He holds himself responsible for that sum of money, and says (as he does in all the other cases) that he fully intends to pay it. We also found a note of William Schooler for \$100, which, however, has very recently been paid by Mr. Stickney. We also found two notes of Isaiah Washington for \$75 each, the payment of which Mr. Washington refuses, on the ground that he paid the money to Mr. Stickney. Whether that is a fact or not we cannot tell. We also find an evidence of indebtedness on the part of one Otho Brownson for \$105, with a memorandum in Mr. Stickney's handwriting that he is responsible for it. We further find a note of one Nelson for \$700, payment of which Nelson disputes, on the ground that part of it had been paid to Mr. Stickney. Mr. Stickney, however, has (I think to my entire satisfaction) shown me that Nelson is mistaken; that the money was put to Nelson's credit in the bank, and was subsequently drawn out by Nelson on his book. We have, at various times, made efforts to collect from Mr. Stickney these different sums of money. Mr. Stickney has always said that he did not dispute his owing them, and that he fully intended to pay them, but that he had an account against the commissioners, and that he wanted the claim which he had against the commissioners allowed as a set-off against those claims. I have endeavored to get Mr. Stickney to make such a proposition to the commissioners in writing, but up to this time he has not done it. The claim which Mr. Stickney has against the commissioners is for trustee's fees arising from the several cases of foreclosure, in which Mr. Stickney has officiated since he left the employment of the bank, and I confess that, so far as we are concerned, we think that Mr. Stickney has a legal claim to those fees. We have, however, always resisted the allowance to him of the fees in full, as provided under deeds of trust, but have expressed our willingness to make him some compensation for the time and labor and responsibility incident to his making these sales. We have also a note of one Margaret Hetzel on which a balance of several hundred dollars appears due. The deed of trust securing it has been released by Mr. Stickney, and he states that that was done by mistake. I forget the exact account due on that note.

Q. Although Mr. Stickney does acknowledge an indebtedness to the Freedman's Bank on account of the several items enumerated in your last answer, had he any right, moral or legal, to divert the property of the bank from its legal purpose—in paying the debt for which it was secured?—A. I think he had no legal right to do so. I would rather not answer the moral part of it.

By Mr. BRADFORD :

Q. Did Stickney's claims for fees antedate his withdrawal from the employment of the Freedman's Bank?—A. He never has made any claim for fees preceding that time.

By the CHAIRMAN :

Q. Is it or is it not a fact, that during the period of time while Stickney was making such a free use of the securities of the bank he was an actuary not bonded?—A. I do not know whether he was bonded, but from some statements that I have overheard, I believe that he never was bonded as actuary. I have never seen any bond of his, and I do not believe he ever gave bond as actuary.

By Mr. RIDDLE :

Q. Has either of the other commissioners given you a compensation for attending to his business?—A. I have received some compensation from the other commissioners.

WASHINGTON, D. C., May 2, 1876.

WILLIAM J. MURTAGH sworn and examined.

By the CHAIRMAN:

Question. State your residence and occupation.—Answer. I reside in Washington City; I am publisher of the National Republican.

Q. It appears from the report of the commissioners of the Freedman's Savings and Trust Company that you are one of the debtors of that institution. State when that obligation was contracted, and when it became due.—A. I cannot give you the exact date when the loan was made, nor the date when it matured. I borrowed from the Freedman's Bank \$1,200, at 10 per cent. per annum, the money being secured on a piece of property valued at \$2,500. By reference to the report of the commissioners, I find that the note was dated October 5, 1870, and fell due January 3, 1871.

Q. State whether you have been required by the actuary of the bank, before it went into liquidation, or by the commissioners since, to pay that debt, and whether you have made any arrangement in relation thereto, and what.—A. My attention was called to the amount due. I called at the bank, paid the interest on the note, and asked an extension of time for payment, as no dividend was about to be declared, and as the money was bearing 10 per cent. interest, and was amply secured, and would bear no interest in the Treasury of the United States. That extension was granted, with the understanding that I was liable to be called upon for the money at any moment, or to have the property sold. On the examination of my books in my office, I find that the note is practically paid; a sufficient amount having accrued from advertising done by the National Republican for the bank to pay the note.

Q. Did the payment of interest and the request for extension referred to in the foregoing answer, occur before or since the dividend of 20 per cent. was declared by the commissioners?—A. I am not able to answer that question.

Q. Was such payment of interest made before or after the 20th of December, 1875?—A. The interest was paid in advance a considerable time before December 20, 1875.

Q. Have you made more than one payment of interest on that note to the commissioners?—A. I think I have.

Q. State how much you have paid on account of interest, and how you have paid it—whether in cash or in advertising bills.—A. Both in cash and in bills for advertising. The amount I cannot now state.

Q. When you settled with the commissioners, not only for the interest accrued but for that which might accrue subsequently to the date of your settlement, why was it that you omitted to present your own advertising bill?—A. I cannot recall the circumstances sufficiently to answer that question.

Q. When you last settled with the commissioners was there any agreement or understanding between yourself and them that your note would be held up and might be discharged from time to time by bills for advertising?—A. I have no recollection of any such agreement.

Q. State what amount now appears on your books against the Freedman's Bank for advertising, and whether bills for the same have ever been presented to the commissioners.—A. The amount on the books remaining unsettled is about \$1,000. The accounts are in the possession of the trustee or auctioneer to be applied to that purpose.

Q. Who is the trustee or auctioneer to whom you refer?—A. Mr. George W. Stickney.

Q. When and for what work was that indebtedness incurred?—A. For advertising. I cannot give the items out of my head. The time, I think, was between September or October, 1875, and the present date.

Q. Was your settlement with the commissioners, referred to in your former answer, prior to the 6th of October, 1875?—A. It was prior to October, 1875. I cannot give the exact date. I know that it was several months before December.

Q. Was it prior to October?—A. Yes. I think, on reflection, that it was somewhere about that time. It was some time before December.

Q. If it was about October, why were not the bills presented on that settlement?—A. Because I did not examine my books to see what was due by the bank to me, and the interest was paid in cash.

Q. You are the publisher of the National Republican. Are you not also the editor and proprietor?—A. I am.

Q. Are you not, as such, responsible for what appears in its editorial columns?—A. I am peculiarly so.

Q. Are you not in the forum of conscience responsible for statements under editorial sanction that assail the integrity and honor of other persons?—A. I am.

Q. Be good enough to inform the committee when and how much money has been appropriated to pay experts employed by this committee to examine the books of the Freedman's Savings and Trust Company.—A. That I cannot answer without information.

Q. Do you know that any appropriation has been made for that purpose?—A. I have been so informed.

Q. State who was your informant.—A. I prefer not to mention conversations in my own office, but if it is demanded I will give the name.

The CHAIRMAN. It is demanded.

The WITNESS. Mr. E. P. Brooks.

Q. Look at the paper now handed to you and state whether it purports to show the whole amount of money that has been paid on the certificate of the chairman of this committee (as all the money paid out for the purpose of this investigation has necessarily to be paid on such certificate).—A. (After reading the paper.) The amount stated in the paper before me is \$667.48.

Q. How much of that amount appears to have been paid for the employment of experts?
—A. Between \$500 and \$600.

Q. Do you know, or have you allowed it to go under your editorial sanction without knowing, that there has been a dollar paid, or that a dollar is now subject to be paid on the order of this committee for those services or for any other services connected with this investigation, which has not been applied to the object for which it was lawfully designed?
—A. The statement was printed in the Republican before I saw it, and I am having the matter investigated to determine its correctness.

The CHAIRMAN. Will you be good enough, since you are in favor of open investigation, to allow me to be present when that investigation takes place, or to notify me of the time and place?

The WITNESS. You can be present at the investigation, and you will be so notified if you desire it.

The CHAIRMAN. I do desire it.

Q. In the paragraph from the Republican of the 23th April referred to, I am accused by innuendo of having employed moneys that were appropriated for the purpose of this investigation.

The WITNESS. I cannot determine that question until I make my examination.

Q. I ask if you know or knew when the paragraph appeared that it was true?—A. I did not.

Q. This paragraph has this sentence: "If Mr. Double B. D. does not know, we will simply say that several of his political supporters, and among them journalists, were the men who salted the people's money appropriated for the expenses of examining the affairs of the bank." As I am from past association and habit not familiar with any of the slang phrases of roguery, please inform me what the word "salted" means.

The WITNESS. Before answering that question, I should like to ask you a question: whether I am being investigated and the Republican, or the Freedman's Bank?

The CHAIRMAN. The question is answered by saying that the examination into the conduct of the Republican becomes germane, to the extent that the Republican has made itself a party in opposition to the proceedings of this committee; and I now desire to know, without imputing to this witness any roguery, what the term "salted" means in the paragraph before referred to.

The WITNESS. The witness is as ignorant of such term as the chairman, and therefore he cannot answer that question.

The CHAIRMAN. The chairman of this committee is accused in the same paragraph of having bestowed the people's money on his constituents and political supporters. Who are they?

The WITNESS. That will appear when my examination shall have been made.

The CHAIRMAN. Do you mean to say or to have it understood that you have published a slander against the chairman of this committee, such as that recited in the paragraph aforesaid, without knowing that it had any fact to support it?

The WITNESS. I have already stated that I did not see that paragraph until after it was printed. I have made some examination about the matters contained in it, and I shall continue that examination. If it shall prove to be without foundation a statement to that effect will be made.

The chairman called Mr. Bradford to take the chair and administer an oath to himself.

BEVERLY B. DOUGLAS, chairman of the committee, was thereupon sworn and examined as follows:

By Mr. BRADFORD:

Question. Have you seen an article in the National Republican reflecting on your conduct as chairman of this committee in the administration or disposition of any funds of the Government?—A. I have. In the editorials of that paper of Friday, April 28, 1876, I saw this paragraph:

"Will Mr. Double B. Douglas inform us how much of the money appropriated to pay the experts who attempted to examine the affairs of the Freedman's Bank went into the pockets of his constituency? If Mr. Double B. D. does not know, we will simply say that several of his political supporters, and among them journalists, were the men who salted the people's money appropriated for the expenses of examining the affairs of the bank."

Q. What have you got to say in reply to that?—A. I state in reply to that paragraph, that there is not one word of truth in the intimation it contains, charging me with a misapplication of the funds appropriated for the expense of investigating the affairs of the Freedman's Bank. I will state further, that not one of my constituents has received one dollar out of any such moneys. As to journalists who are referred to in it, I am wholly unable to say who they are. But before I proceed, I will state (if it is not known by the author of the paragraph in question) that no money has been appropriated for the expense of this committee; that one of the experts employed was James Watkins, of New York, who was recommended to me by Col. James R. O'Beirne, one of the correspondents of the New York Herald, and who was only employed after an ineffectual effort previously made to secure the services of Mr. Edward Warren, of New York, whose skill and thorough acquaintance of books and accounts have obtained for him a national reputation. Whether Mr. Watkins had any connection with any journal or newspaper, I did not know then, and do not know now. As to his politics, I have never inquired, and do not, at this moment, know to which of the great political parties in the country he belongs. The other expert was Mr. J. F. Dyer, a gentleman of this city, who may or may not, so far as I know, be connected with some paper or other; and he was appointed on the recommendation of Mr. Lewis McKenzie, a prominent republican of the city of Alexandria, and of a large number of other leading business-men of that city, without regard to party; and his political opinions were entirely unknown to me when I first became acquainted with him, which was on his handing me the letter of introduction and recommendation referred to. All the other money that has been paid by this committee, and which is certified to by the Clerk of the House of Representatives, whose certificate is now before me, has been paid for the attendance of witnesses; and these witnesses have been summoned without regard to party, race, color, or previous condition of servitude. Every dollar of it has been paid out of the contingent fund of the House until it was exhausted, and the remainder of the witnesses who hold certificates from the chairman, (myself,) including the special messenger and watchman of the committee, remain unpaid. No money has as yet been appropriated for the use of this committee. The experts referred to were discharged after 36 days' work, on my motion, and on their reporting their inability to make any satisfactory progress in the work to which they had been assigned. The amount paid them, \$3 a day, was fixed by the committee, on the motion of Mr. Farwell, a republican member of the same, as the minutes and proceedings of the committee will show, and to which the author of this paragraph may have access if he desires it. As to any political friends of mine having been rewarded in any way, directly or indirectly, it is wholly untrue, except to the extent that the clerk of this committee, who was appointed under an order of the House, allowing the committee to have a clerk, and who was appointed on my recommendation, is of the same political party with myself, and is a personal friend of many years' standing; but is not and never was a constituent of mine. I should add that the author of this paragraph, if he has not willfully falsified in the statement which it contains, has been misled by some one who has, and I will say to him, quoting a distinguished Senator, (as was done once on the floor of the House this year,) that he is authorized by me to say to his informant, that "That informant's informant is a liar."

The following is the letter from the Clerk of the House referred to in the testimony of William J. Murtagh and of B. B. Douglas :

"CLERK'S OFFICE, HOUSE OF REPRESENTATIVES U. S.,

"Washington, D. C., April 29, 1876.

"SIR: In reply to your letter of the 28th instant, calling for a schedule of payments made by this office on account of expenses of the investigation of the Freedman's Savings and Trust Company, under a resolution of the House of Representatives of January 5, 1876, I have the honor to transmit herewith a complete statement of such payments to this date, viz :

John Watkins, witness	\$4 00
J. B. Ford, expenses in summoning witnesses.....	20 40
J. F. Dyer, expert	288 00
B. W. Brice, witness.....	4 00
J. W. Alvord, witness	20 00
L. Whitney, telegraphing.....	3 08
J. J. Stewart, witness.....	16 00
Samuel Watkins, expert.....	288 00
S. Howells, witness.....	4 00
A. M. Sperry, witness.....	20 00

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"Very respectfully,

"GEO. M. ADAMS,

"Clerk House Representatives U. S.

"Hon. B. B. DOUGLASS,

"Chairman Committee on Freedman's Savings and Trust Company."

SELECT COMMITTEE ON THE FREEDMAN'S BANK,
Washington, D. C., May 6, 1876.

Committee met at 10½ o'clock. Present, Messrs. Douglas, Stenger, Riddle, Frost, and Rainey.

FREDERICK W. JONES sworn and examined.

By the CHAIRMAN :

Question. State your residence and occupation.—Answer. I reside in Georgetown, and am an attorney at law.

Q. Have you at any time had any business connection with the company commonly known as the Seneca Stone Company?—A. I was elected secretary of the company in the spring of 1874, and I continue to hold that office.

Q. Have you the stub-book of the company, showing to whom and at what times stock was issued to the several persons appearing as stockholders in said company?—A. I have what we call the stock-book, which is the only stock-book of the company that I know of. I produce it here in obedience to the subpoena *duces tecum*.

Q. Look at that book, and say whether the stock issued to General U. S. Grant is receipted for in his own name or by some other person.—A. I have looked through the stock-book, and I find but two certificates issued to General U. S. Grant. The first, No. 12, dated November 22, 1867, for 200 shares, is receipted for by William S. Huntington. The other, No. 91, January 21, 1870, for 120 shares, (being the dividend stock.) is receipted for by U. S. Grant. I cannot say that this is his signature, but it is just like one to a proxy of his which I have. I never saw him write, and do not know his signature.

Q. Have you in your possession any paper or instrument in writing relating to the stock issued to General Grant which you know to bear his signature? If so, state what is the character of the instrument.—A. I have in my possession the usual proxy to vote stock at a meeting of the company, but I am equally ignorant whether that is his signature or not. It was used as his proxy, and the record of the meeting shows that the 320 shares owned by General Grant were represented by the person named in and holding that proxy.

Q. It has been recognized as General Grant's proxy, and the person holding it has voted on his stock?—A. Yes, sir. It is necessary, of course, that a quorum of the stock shall be represented, and it was only with extreme difficulty that we could get a quorum. There has been some drumming necessary to get proxies, so as to have a quorum, within the last two years. This proxy is dated in 1873.

Q. Have you any knowledge, derived either from Henry D. Cooke or from General Grant, as to the manner and consideration of that issue of stock to General Grant, different from what appears in the record to which you have referred?—A. I do not think that I ever discussed the subject with Governor Cooke or General Grant. There is nothing different in these two certificates to General Grant from any others. I am familiar with the history of the company. I know that a stock dividend of 60 per cent. was made, but as to what consideration was paid for any of the stock, I never heard it discussed by anybody.

Q. Were you a member of the company at the time of that stock-dividend?—A. No, sir; my connection with the company has been quite recent, although I have been its attorney for some years. There were ten shares of stock given to me, to qualify me to act. I paid nothing for it, and I did not want it, as it involved too great an individual liability.

Q. Who is the attorney mentioned in the proxy of General Grant?—A. Henry D. Cooke. Q. State by whom the stock which was issued to General Barnes, General Townsend, General Brice, Mr. Seward, and Mr. Cushing was receipted for, and who was the transfer-agent to dispose of the stock of the company at that time.—A. Certificate No. 14, issued to William H. Seward, for 200 shares, was receipted for by William S. Huntington. Certificate No. 15, issued to General Barnes, was also receipted by Mr. Huntington. Certificate No. 17, to Caleb Cushing, for 200 shares, was also receipted for by Mr. Huntington. Certificate No. 45, issued to General Dent, for 100 shares, is receipted for by himself, and certificate No. 46, issued to Mrs. Dent, for 100 shares, is receipted for by General Dent. General Brice's certificate seems to have been receipted for by no one; it is numbered 51. The original certificate has been returned, it having been transferred to Thomas B. Bryan, on December 19, 1870, when a new certificate was issued in lieu of it (No. 145) to Thomas B. Bryan.

Q. Who, at that time, was the transfer-agent of the company?—A. I think that William M. Tenney was the transfer-agent, but I am not certain. He was a clerk at Jay Cooke & Co.'s. I find that certificate No. 145, which was issued to Thomas B. Bryan, in lieu of General Brice's stock, (320 shares,) is receipted for by General Brice.

Q. I want to know whether the business of placing, transferring and receipting for the stock of that company was not actually done in the banking-house of Jay Cooke & Co., under the immediate supervision of Henry D. Cooke himself, Mr. William S. Huntington, his cashier, and Mr. Tenney, his clerk, aiding and assisting therein?—A. I presume that this is the case, but my presumption is based solely on the records of the company, in which I find that Jay Cooke & Co. were the transfer-agents, and that William M. Tenney was transfer-agent. I have no actual knowledge on the subject.

Q. Do the records of the company show that Jay Cooke & Co., immediately after or at

the time of the organization of the company, were appointed its transfer-agents?—A. Yes, sir.

Q. Was not Henry D. Cooke a prominent member of that firm, and was not William S. Huntington the cashier of the First National Bank, of which Henry D. Cooke was president, and was not Mr. Tenney, of whom you have spoken, an employé in the bank of Jay Cooke & Co.?—A. Yes, sir.

Q. Were the officers of the First National Bank, and of Jay Cooke & Co., in the same building?—A. Yes; Jay Cooke & Co. occupied one floor, and the First National Bank the floor above.

Q. Look at the certificate of stock issued to E. B. Washburne, and state by whom that is receipted for.—A. Certificate No. 36, for one hundred shares, to E. B. Washburne, dated May 5, 1868, is receipted for by Henry D. Cooke, and certificate No. 30, for one hundred shares, also to Mr. Washburne, dated January 17, 1868, is also receipted for by Henry D. Cooke. The dividend-stock of E. B. Washburne, certificate No. 100, for one hundred and twenty shares, is not receipted for.

Q. Is the certificate out?—A. The certificate is out.

Q. Do you or not know that that stock of Mr. Washburne's was subscribed for without his authority, and that his funds were issued to pay for it by Mr. Cooke?—A. I have no knowledge on the subject.

Q. Does that stock still stand in the name of E. B. Washburne?—A. It does, so far as these books show.

Q. Is there any book or record that shows that for any consideration or any inducement whatever, Henry D. Cooke has caused the transfer of these shares from E. B. Washburne to himself?—A. The others have not been transferred, so far as the stock-book shows.

Q. They never have been transferred?—A. No, sir; or if they have been, there is some irregularity about it. The rule requires that, on a transfer of a certificate of stock, the old certificate shall be surrendered and put in the place from which it was taken, and a reference on it made to the certificate issued in its place.

By Mr. STENGER :

Q. With reference to what election was that proxy given to Mr. Cooke?—A. It was given for the annual meeting of the stockholders in 1873, to elect officers.

By Mr. RAINEY :

Q. Was there any other business transacted at that meeting, with the exception of the election of officers?—A. I cannot tell without consulting the minutes. I do not know that there was anything except the ordinary routine business. The meeting was before the failure of Jay Cooke & Co.

Q. You do not know of any proposition being made there to obtain a loan?—A. No, sir.

By Mr. STENGER :

Q. Have you any knowledge of any other stock than that issued to yourself having been issued without payment of money therefor?—A. There were ten shares issued to Mr. Alvord at the time he was elected president, on the same consideration. I do not know of any other. I had been repeatedly importuned to embark in the enterprise; but always declined doing so.

By Mr. FROST :

Q. You do not mean to say by that that you believe that all the stockholders received stock without paying for it?—A. No, sir; I am firmly of the belief that every stockholder did pay fifty cents on the dollar for the stock which he received. I have heard that from many of them.

By Mr. STENGER :

Q. Have all the books of the company been produced that were called for?—A. I presume so. This is the first time that I have been called upon by the committee.

Q. Are all the books of the company in existence that have ever been in use by the company?—A. To the best of my knowledge, they are.

By Mr. RIDDLE :

Q. You do not know of the destruction of any?—A. I do not; and I think I would know it, if any were destroyed. The books are in my custody, and none of them have disappeared, so far as I know.

SELECT COMMITTEE ON THE FREEDMAN'S BANK,
Washington, D. C., May 15, 1876.

Committee met at 10½ o'clock. Present: Messrs. Douglas, Riddle, and Frost.

ANSON M. SPERRY recalled at his own request.

By the CHAIRMAN:

Question. In your former examination, on the 29th of January, 1876, you were asked this question:

"Q. Are there any other matters resting in your knowledge which, as a good citizen and a friend to the freedmen who have lost money by this bank, you, testifying under oath, think it your duty to communicate to this committee?—A. I cannot at this instant recall any other matters; but, as a good citizen, and as a matter of conscience, I would ask that I may be recalled if at any time matters occur to me of importance for the committee to know, and of which I will duly apprise the committee."

Please state if, since that time, any such matters have occurred to you, and what they are.—Answer. I was not anxious to incumber the evidence with statements of my own at that time, hoping that some matters might come out through the testimony of other parties. But I have thought that the committee should know, and that it should go upon the record, that there were some intelligent efforts made, both by the friends of the bank and by the last Congress, to remedy the evils which we all recognized were afflicting the institution. My attention was first drawn to them after the defalcation at Beaufort, early in 1873. I there discovered that not only had the bank been robbed, but that, under its existing charter, it could be robbed almost with impunity. I was advised that the institution had no status in the State courts. It had no criminal status in the United States court under its charter, and when we were about to undertake the criminal prosecution of Mr. Scovel, who had defaulted to us, it was quite evident that we would be thrown out of court. Thereupon, as the affairs of the bank were being investigated at the time under the direction of the Comptroller of the Currency, I addressed a letter to the Comptroller as the only means in my power of attracting attention to this thing, in which letter I recited the difficulties under which the bank labored, and asked that something might be done. My hope was not only to get special legislation covering this point, but also to attract the attention of the Comptroller and of Congress to the bank, and to get a thorough investigation. It was to that that I alluded when I said that I could prove to you that I had been trying to get an investigation. Nothing, however, came of it. After the panic in 1873, I had been through the South, and had come back to Washington and had found the affairs of the bank in the greatest confusion, and the officers here feeling that the bank could not go on. That was somewhere along in November or early in December, 1873. The bank would be called upon early in January, 1874, to make heavy payments, for which the funds did not appear. The question came up whether or not we should close the institution. I opposed it, for the reason that we were bound, in all conscience, to save it if possible, and I did not think that the emergency had arisen. It was in December, I think, that I became further satisfied that nothing but the most radical measures would save the concern. As a subordinate officer, it was a very delicate business for me to meddle with. The management by the trustees was wholly inefficient. There were but few persons to advise with, and gradually the whole burden of the thing was falling on Mr. Stickney, the late actuary, and myself, while we had very little power. More than that, I was satisfied that the truth was not being told to the parties most in interest—some of our good friends. It was at that time that Ex-Governor Claflin, of Boston, one of the corporate trustees, a gentleman of very high character, came into the Washington office and had a conversation with the president of the bank, to which I was, perforce, a listener, my desk being near. I was extremely dissatisfied with the impression which the president made on the governor, because the latter was led to believe that we were going through all right, and that there were no special difficulties in the way; and he went away hoping for the best; while the fact was that we did not know whether we could keep open until the 1st of January or not. About the same time Mr. Samuel M. Arnell, of Columbia, Tennessee, also a gentleman of high character and a member of a former Congress, came to Washington for the purpose of getting permission to enlarge the business of the Columbia branch, for the organization of which he was mainly responsible. He had a long talk with the president of the bank, to which I was again a listener. The substance of his proposition was that if the trustees of the bank in Columbia—leading citizens there—would organize their own committee, and would raise the line of deposits to \$50,000 or more, they should be allowed to make investments there, under the charter, in real estate, for the management of which they would be themselves responsible; in other words, to put the Columbia branch on its feet as a permanent, solvent branch of the company. He was again led to believe that the institution was all right, and that there was no reason at the Washington office why this should not be done. He was told to go back home and to do what he could, and that the bank would back him up in it. I then made up my mind that the thing must stop. We were sailing under false colors by compulsion, but we need not deceive

our friends. The next time that Mr. Arnell came in (he was personally a stranger to me) I happened to be alone in the office, and called him to me, and, in as few words as I could, I told him our situation. I told him that the reason why I interfered in the matter was that I felt that he was being led into difficulties which would involve his personal reputation, and that the thing had better stop; that unless there could be a radical change, both in the organization and in the management of the concern, I would not turn my hand over to keep it open twenty-four hours. I had done what I could, not only in the case that I mentioned with the Comptroller, but in other ways, to get Congress to interfere and to get rid of the old trustees. I said to him in substance, "Now, Mr. Arnell, you know a good many members of the present Congress. I have confidence in you. I want you to go to them and state exactly what I have stated to you, and ask them if they will get such legislation as will save the institution. I want to know this before the first of January." He staid here ten days and made a thorough canvass of the House, visiting gentlemen without regard to their politics, and came back to me and said, "I have seen nearly every man in the House, of influence, and I have told them the story as you have told it to me, and I am surprised at the unanimity of feeling of everybody toward the bank. They will do anything that is necessary, or that they reasonably can, to save the institution. They simply want to know what you want." After consultation, it was decided that we would draught a bill embodying our views with reference to the reforms necessary, and submit it to our friends. Such a bill was draughted. It provided as the first thing, as a *sine qua non*, a thorough reconstruction of the board of trustees, and for the selection of those trustees to the number of two-thirds of the whole at those points where the branches of the company were located, they being named by the local committee, and made it the duty of the board to keep those committees fully informed of all that was done. It provided, among other things, a penal clause, which was finally incorporated in the act of June 20, 1874, for the punishment of offenses against the institution. Mr. Arnell, I think, lodged the bill with either Mr. Whitthorne or Mr. Dunham. At any rate, it was lodged with some good friends who promised to see it through with as much promptitude as possible. It was about that time that I told the actuary what we were doing, and secured his hearty co-operation. He had been disgusted, and wanted to resign and let the thing go. We then made up our mind to stick by the institution to the last. I provided, as much as possible, that on the 1st of January as little money should be drawn as possible, and Mr. Stickney provided as well as he could that there should be as much money ready to make payments as it was possible to have. At that stage, the proceedings had necessarily come to the knowledge of the president of the bank. They had before that had a committee on legislation, and the thing which I most dreaded transpired. The matter fell into the hands of the trustees, who, through their committee on legislation, had a hearing before the Committee on Banking and Currency. The whole business became public, got into the newspapers, delay was the consequence, and the golden opportunity of doing anything was passed. The ultimate purpose of that legislation was to provide for the disintegration of the institution without loss. The trustees were to be changed so as to get the branches under local control; these Washington investments were to be recalled in and re-invested at the branches. The institution was gradually to be hedged in and drawn down to a paying basis, in the hope that at some future time we might be able to turn the whole concern over to local organizations under State charters, and so dissolve the Freedman's Savings and Trust Company without loss, still keeping the good results which we had already attained. On the 1st of January, 1874, when we had to meet our difficulties, we got through very nicely, and I was still in the hope that this prompt legislation would be had; that by the re-organization of the board of trustees, public confidence would be given to us, and so we might go on, tide the thing over the immediate emergency, and provide, as I have stated, for the gradual change of the character of the institution. After the thing became public, our friends in Congress did the best they could, but it dragged along during the session, and we were thus in honor bound to fight the thing through until Congress did something. It was not, finally, until the 20th of June that the bill passed, and only after so much discussion and such changes of opinion, and such alterations in the circumstances of the bank, as that the final legislation which we got was probably as good as anything that could be done. The institution had to go. This explains in part, and probably in whole, the long struggle which the bank made to keep its head above water. After the 1st of January, after the time that we really entered on this struggle to reform the institution, we were bound to keep it, if possible, until we could get appropriate legislation, for if we had abandoned it, proceedings in bankruptcy would have been commenced against us in every State where we had a branch, and no man could see the end of confusion and of the loss that would be entailed on the institution. I took into my confidence also, Mr. Meigs, the national-bank examiner, told him just how we were situated, told him I was perfectly aware that we must fail, but hoped that we might succeed, and asked him what he thought it was my duty as a man, and Mr. Stickney's duty, (he asked him the same question,) toward the depositors. It was true that if we took money on deposit we might not be able to pay it back again, wholly. We came to the conclu-

sion, under his advice, that we were doing the best we could, that we were bound to make the best fight possible; which fight we did make. One other circumstance, which I suppose discouraged me more than anything else, was, that while we were in the midst of the run, (I cannot give the date, but it was when we applied what we call our 60-day rule, at the Washington office,) the bank being very low in funds, the only two members of the board of trustees who had any money on deposit there, came in one night and took out their last cent.

Mr. FROST. What were their names?

The WITNESS. Mr. Wormley was one. I am not certain of the name of the other. I recollect it distinctly, because the sum drawn by them amounted to about \$10,000, and left us with about \$600 cash on hand in the face of a pretty severe run. The only trustee who came near us that night was Dr. Purvis. Stickney and I had gone to the bank fully determined to go next morning before business hours to the Comptroller of the Currency, tell him how we were placed, and ask him to appoint a receiver. Dr. Purvis came in and we sat down and talked the matter over, and came to the conclusion that it was a bad time to show the white feather until we had exhausted every possible resource, and it was decided unanimously that we would apply the sixty days rule; that is, require each depositor to give sixty days' notice before he could draw any of his money. The doctor wrote the notices for the papers, and I wrote little local notices for the papers. We had our advertisements in every city-paper the next morning, and to our surprise everybody simply said, "Why didn't you do that before?" We gained what we wanted, our sixty days' time, but the fact that the trustees, in that great emergency, did not give us any support, was thoroughly disheartening. I will mention one other fact.

Before the first of January, 1874, while the existence of the concern was under discussion, it was evident that the expense-account had got to be cut down. The actuary and myself figured out a reduction of \$25,000 in the salary-account and pledged ourselves to a \$10,000 reduction in the general expense-account. Of course it was going to take great economy to do this, but it was to be an annual reduction and we agreed to do it. We did put it in force, and we could have done better. A part of the plan I could not carry out without the co-operation of some of the trustees. Of course I could control the men below me, but not the men above me. I had always regarded the office of president as a sinecure, and the first thing was to get rid of the presidency. Then we could appeal to our men, to their *esprit de corps*, for a further reduction of salaries and expenses. The matter was mentioned to Mr. John M. Langston, one of the trustees, and he said to Mr. Stickney and myself, "Come out to my house on Sunday and we will talk the matter over." We went out. I said to him, "Now, Mr. Langston, I suppose we are talking business." He said, "Yes." I then said, "The first thing to be done is to abolish the presidency; either that or make it a nominal place with a nominal salary." Dr. Purvis had said to me that he would take the presidency for nothing, if necessary, and that we could get presidents enough. Mr. Langston agreed to see that the office of the president would be either abolished or that the pay would be cut down to \$1,000 a year. It was then \$3,000, with some contingent expenses. If we could not get the former we would take the latter. I then said that I would recommend the discharge of Mr. Wilson, who had \$2,500 a year and \$1,200 for contingent expenses as general agent and canvasser, and that I would see that Mr. Boston was removed; and I said, let such and such be done, making up a list that would cover a reduction of \$25,000. We went home feeling that we had done a good Sunday's work. The meeting of the board of trustees came off. I went on record with my recommendations and they went through. Much to my surprise and disgust the office of the president was retained, and I was informed that Mr. Langston made a speech in the board in favor of retaining the presidency at \$3,000 a year. Mr. Alvord was president at that time. This incident occurred before my conversation with Mr. Arnell, which led me to the conclusion that if we saved the concern we had got the biggest kind of a fight on hand. That was the only thing which decided me in going back of my official supporters, and in working, as I did, behind them and without their knowledge.

Mr. FROST. After you gave the notice that depositors would not be paid unless they gave 60 days' notice, did you receive any deposits?

The WITNESS. O, yes. We had to do that business. We were bound to receive deposits right straight up to the last day of closing, otherwise it would have been a confession of weakness, and would have sounded the alarm, and we might as well have shut our doors instantly. That was one of the things which we had to do, and take the consequences as business men. It is what every bank would have to do under similar circumstances. I make this statement, because there is a general impression among many of our men that the institution was swamped by its expense-account and by its interest-account; and the further impression is a broad in the country that no intelligent effort was ever made to save it. It is due to gentlemen of the last Congress, who made such a good fight for us, that I put this statement on record.

Mr. FROST. I think you testified before as to the amount of money received, and the

amount of money paid back; how much was it—the total amount of deposits from first to last?

The WITNESS. Between fifty-six and fifty-seven million dollars was received, and of course between fifty-three and fifty-four millions paid back, leaving a balance due to depositors, at the time the concern closed, of about three million dollars.

We have since made one dividend of 20 per cent. on that three millions. It is due to some of the cashiers that I say that a few of them I took into my confidence and told them how things were going, and I engaged their hearty co-operation in an effort to save the concern. These gentlemen were not dishonest men. They were able men. They were in a bad fix, of course, as business men, but they had their reputation in it, and the fight was worthy of being made, and was so made. I have had letters from several of the cashiers who felt aggrieved in being included in a sweeping assertion that the cashiers at the branches were all rascals. Better men never lived than some of these men. I do not care to give their names unless the committee desire it. It is due to Mr. Stickney that I say that he was exceedingly desirous of getting out of the concern immediately after the panic, and felt that we ought to let it go and get out.

By the CHAIRMAN:

Q. It was stated by a witness, a few days ago, that the amount of collections made since the dividend was declared in November last was about \$63,000; state whether any collections have been made since then?—A. I am not able to say. The matter has not come directly to my attention.

Q. Do you, or not, know whether the debt due by the Young Men's Christian Association has been paid?—A. I think it has not been paid. It may have been, but, if so, it is very singular that I have not heard of it. I will send you the information to-day.

Q. State whether the auctioneers employed to sell property for the benefit of the bank are allowed to advertise in whatever papers they please, and in as many, and on their own terms?—A. I do not know that any restriction has been put on auctioneers in that matter. I suppose they would be governed by their own judgment of what was best.

Q. Do you know whether there is any arrangement between the auctioneer and the papers in which the advertisements appear, that he is to receive a drawback or percentage on the amount of the advertising-bills?—A. Of my own knowledge I know nothing about it; but it is generally understood that the auctioneers do get a drawback of some 25 per cent. or thereabouts.

Q. Have you ever had your attention called to the itemized account furnished by the commissioners, on the call of this committee, of expenses incurred by them in the management of the bank, and especially for the items of advertising?—A. I have remarked them.

Q. Were you present when Mr. W. J. Murtagh of the National Republican gave his testimony before this committee?—A. I was not.

Q. Look at this account for advertising, [handing paper to witness] which, it will be seen, extends from August, 1874, to April 12, 1876, and which amounts to \$4,714.73, and state whether or not it is exorbitant, in view of the amount of business transacted within that time?—A. It undoubtedly is, in my opinion.

Q. If that account, as it stands, is exorbitant, what would you say of it if there was \$1,000 or more to be added to it?—A. I would say that it was still more exorbitant. I have always regarded this local advertising of trustees' sales as altogether wrong—as a job, in short. There is no use in mincing words about it.

WAR DEPARTMENT,
Washington City, February 12, 1876.

Pursuant to section 882 of the Revised Statutes, I hereby certify that the annexed papers are true copies of the originals on file in this Department.

In witness whereof I have hereunto set my hand, and caused the seal of the War Department to be affixed, on the day and year first above written.

[SEAL.]

WM. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT,
Adjutant-General's Office, Washington, D. C., June 26, 1875.

GENERAL: I have the honor to inclose herewith a copy of memorandum prepared in this office covering certain financial transactions of the late Bureau of Refugees, Freedmen and Abandoned Lands, developed by the report of the commissioners of the Freedman's Savings and Trust Company to the Speaker of the House of Representatives, Forty-third Congress, second session; also copies of certain correspondence between the War and Treasury Departments in relation to the matters therein referred to, and a printed copy of Mis. Doc. 16, H. R., second session Forty-third Congress.

These papers fully explain themselves, and will exhibit to you all the facts, so far as are known to this office.

With the view that the funds now in the possession of the commissioners of the Freedman's Savings and Trust Company are public, I am directed by the Secretary of War to request that you will furnish this office with all information in your possession, or that you can obtain, relative to this transaction, thus to aid in securing to the Government the amount involved.

The records of this office are open to any one you may designate to examine them, and the office will aid you in any way you may indicate.

Very respectfully, your obedient servant,

THOMAS M. VINCENT,
Assistant Adjutant-General.

Brig. Gen. O. O. HOWARD, U. S. A.,
Late Commissioner Bureau Refugees, Freedmen and Abandoned Lands.

MEMORANDUM—The following in connection with the financial transactions of the late Bureau of R., F. and A. Lands, has been developed by the report of the commissioners of the Freedman's Savings and Trust Company to the Speaker of the House of Representatives, Forty-third Congress, second session, Mis. Doc. No. 16:

On the first day of February, 1867, the F. S. and T. Co. received from the said Bureau R., F. and A. L., \$15,000 in currency, and again on the 18th day of July, 1867, the further sum of \$870.07, to be held by said bank in the nature of a trust-fund under the 7th section of the act approved March 3, 1865. Shortly after the receipt of said sums they were invested in 5-20 United States bonds. A copy of the order of General O. O. Howard, late Commissioner of the Bureau of R., F. and A. Lands, with reference to said fund is attached to the report mentioned, and directs the deposit of the balance of the proceeds of the crop made on Destrehan plantation (Rost Home Colony) with the Freedman's Bank, in the city of New Orleans, "which has agreed to invest it in United States bonds, and pay full interest on the same," the said interest to be expended in the support of the educational establishment for freedmen in the State of Louisiana, under the direction of the assistant commissioner for the time being.

Up to July 1, 1873, interest was credited on the books of said bank on account of this trust, amounting to \$7,077.36, against which checks amounting to \$2,328.47 were drawn and paid, leaving a balance of \$4,748.89 due.

The United States bonds originally purchased have been sold by the bank, and a real-estate note for \$15,000, secured by deed of trust on property in this city, substituted in lieu of said bonds. In addition to the balance above mentioned and the \$15,000 note, the commissioners of the bank hold \$1,856.94 cash, which amount is presumed to be interest collected on said note, or so much thereof as, under the agreement, should be credited to said trust.

In view of these facts, an examination of the records of the late Bureau of Refugees Freedmen and Abandoned Lands has been made to determine, if possible, the exact history of this transaction, but nothing intelligent can be obtained from the financial records, cash-books, ledgers, journals, accounts-current, &c., that should contain the information. Accounts were rendered in 1868 and subsequently, by the assistant commissioner for Louisiana, but the only thing to connect the same with this matter is a note in red ink as follows, "R. H. C. fund." Judging from the amounts of receipts

and disbursements, as shown by said accounts, nothing entered into the same save such interest as was received and expended.

From the report of the assistant commissioner of the State of Louisiana, for the year ending October 31, 1866, it appears that—

“In the latter part of 1865 numbers of infirm and helpless freed-people were, for purposes of economy, collected upon the Distrehan plantation, owned by P. A. Rost, esq. The restoration of the property of Judge Rost was soon after ordered, and, with the exception of this plantation, all was restored as soon as possible. This was retained under the provisions of Circular No. 20, of 1865, from War Department Bureau, &c.

“The necessity for retaining the plantation this year seeming so great, on account of the large number of old and helpless which were there under our charge, arrangements were finally made to cultivate the place, raise a crop of sugar and cotton, pay Judge Rost a reasonable rent, and at the same time provide for the dependents without expense to the Government. The prospect thus far is very flattering, and there is every reason to believe that, after all expenses are paid, there will be a considerable balance in favor of the Bureau.

“Rations and clothing have been furnished this colony; also medical attendance, the estimated value of which is shown in the approximate tabular statement herewith.

“The average number of freed-people upon the plantation has been about seven hundred and eleven, (711.) Of this number about five hundred and fifty, (550,) old and young, are dependent on the Bureau for support. Some, however, have rendered more or less assistance, as they were able, in gathering the crop; and at the same time have physically benefited themselves.

“At the close of the year the place will be given up, and the helpless now there otherwise provided for.”

The following is a copy of exhibit, &c.:

Exhibit showing the approximate cost, probable productions, and balance in favor of Rost Home Colony, Saint Charles Parish, La., from January 1 to October 31, 1866.

Expenses		Estimated receipts from plantation.	
Subsistence—176,513 rations, at 15 cents.	\$26,476 95	31,500 pounds of cotton ginned, at 35 cents	\$11,025 00
Forage	7,302 10	10,500 pounds of cotton, unpicked, at 35 cents	3,675 05
Wages of laborers	9,000 00	350 acres of sugar-cane, estimated to produce—	
Clothing for laborers	1,000 00	420,000 pounds of sugar, at 15 cents per pound	63,000 00
Medical attendance and medicines	1,400 00	6,000 gallons of molasses, at 40 cents per gallon	2,400 00
School-teacher's salary	750 00		
Rent of plantation	13,350 00		
Repairs of machinery	500 00		
Coal for blacksmiths, \$50; iron, \$31	81 00		
Leather, \$25; wagon-grease and tallow \$25	50 00		
Hoop-poles, \$300; rope, \$250; bagging, \$150	700 00		
Grain-sacks, \$150; belting, white and red lead, \$50	200 00		
Lime, for sanitary purposes, and repairs	120 00		
Incidental expenses	50 00		
Balance in favor of the plantation	19,120 00		
	\$80,100 05		\$80,100 05

In his report for the year ending September 30, 1867, the assistant commissioner for Louisiana, says:

“At the close of last year the Rost Home Colony was discontinued, (meaning close of the year 1866.)

“The crop raised * * was disposed of, and there was a balance in favor of the Bureau amounting to the sum of \$14,150, which was invested in 5.20 United States bonds and deposited in the Freedman's Savings-Bank.”

From the foregoing it will be seen that in connection with the Rost Home Colony large sums of money were received and expended. No record showing in detail the transaction can be found.

The act of June 15, 1866, (General Orders 63, 1863,) provides that all moneys raised in the United States for the support of refugees or freedmen and received by any officer of the United States Army, shall be charged against such officer on the books of the Treasury Department, and accounted for by him in like manner as if such moneys were drawn from the Treasury of the United States.

There can be no question but the moneys received from the sales of the crop made on this plantation should have been accounted for under the provision of the act above cited, and if its requirements have been complied with by the officers of the late Bureau

of Refugees, Freedmen and Abandoned Lands, a reference to the accounts of said officers will throw additional light on these matters, and to this end it is recommended that the whole subject be placed before the Secretary of the Treasury in order that the necessary steps be taken to secure to the Government the money now in the Freedman's Savings and Trust Company, and such additional moneys as may be found to have been received by the officers of the late Bureau on this account and not properly accounted for to the Treasury. If the funds in question have been accounted for to the Treasury, it is suggested that copies of the accounts be called for to complete the records of this Office.

It may be added that the \$15,000 with accrued interest has most certainly not been accounted for to the Treasury, else it would not now be in the late Freedman's Savings and Trust Company. As it is a part of the whole, it is fair to infer that no part of the amount, some \$80,000, realized for the crop has been accounted for, otherwise the Treasury accounting-officers would have been advised of the amounts in the Freedman's Savings and Trust Company.

Respectfully submitted to the Adjutant-General.

THOMAS M. VINCENT,
Assistant Adjutant-General.

ADJUTANT-GENERAL'S OFFICE, *January 2, 1875.*

[General Orders No. 55.]

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, June 25, 1872.

I. Pursuant to provisions of the "Act [General Nature—No. 133] making appropriations for sundry civil expenses of the Government for the fiscal year ending June 30, 1873, and for other purposes," approved June 10, 1872, the Bureau of Refugees, Freedmen and Abandoned Lands will be discontinued from and after June 30, 1872, and, after that date, all business relating in any way to the said bureau—exclusive of the Freedmen's hospital and asylum at Washington—with all the accounts and claims connected therewith, of whatever character or date, or whensoever incurred, will be conducted through the Adjutant-General of the Army, to whom all the records, checks, and Treasury certificates, (received under section 1 of the act of March 29, 1867,) or the amounts received therefrom, and all other funds, papers, and property, will be delivered by the first of July proximo, at such place as the Adjutant-General may designate.

II. After June 30, 1872, all business relating in any way to the "Freedmen's hospital and asylum at Washington, D. C.," with all the accounts connected therewith, of whatever character or date, will be conducted through the Surgeon-General of the Army, to whom all the records, papers, funds, and property will be turned over by the first of July proximo.

III. The Adjutant-General and Surgeon-General will arrange, promptly, for the execution of this order, and, after the transfer, submit for the action of the Secretary of War such regulations as may be necessary for the future transaction of the business.

Agents, clerks, and other employes, whose services may not be required by the Adjutant-General and Surgeon-General in effecting the transfer, will be discharged June 30; all others as soon as the transfer shall have been completed.

IV. The following are the portions of the act of Congress under which the foregoing is ordered:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following sums be, and the same are hereby, appropriated, for the objects hereinafter expressed, for the fiscal year ending June thirtieth, eighteen hundred and seventy-three, viz:

* * * * *

For collection and payment of bounty, prize-money, and other legitimate claims of colored soldiers and sailors, viz: For salaries of agents and clerks; rent of offices, fuel, and lights; stationery and printing; office furniture and repairs; mileage and transportation of officers and agents; telegraphing and postage, one hundred thousand dollars: *Provided*, That the Bureau of Refugees, Freedmen and Abandoned Lands shall be discontinued from and after June thirtieth, eighteen hundred and seventy-two, and that all agents, clerks, and other employes then on duty shall be discharged, except such as may be retained by the Secretary of War for the purposes of this proviso; and all acts and part of acts pertaining to the collection and payment of bounties, or other moneys due to colored soldiers, sailors, and marines, or their heirs, shall remain in force until otherwise ordered by Congress, the same to be carried into effect by the Secretary of War, who may employ such clerical force as may be necessary for the purpose.

For the support of Freedmen's hospital and asylum at Washington, District of Columbia, viz: Pay of medical officers and attendants, medicines, medical supplies,

and rations; clothing, rent of hospital buildings, fuel, and lights; repairs and transportation, seventy-four thousand dollars: *Provided*, That no part of said appropriation shall be used in the support of, or to pay any of, the aforesaid expenses on account of any persons hereafter to be admitted to said hospital and asylum, unless persons removed thither from some other Government hospital: *Provided*, That after June thirtieth, eighteen hundred and seventy-two, the Freedmen's hospital in the District of Columbia shall, until otherwise ordered by Congress, be continued under the supervision and control of the Secretary of War, who shall make all estimates and pass all accounts, and be accountable to the Treasury of the United States for all expenditures.

By order of the Secretary of War.

E. D. TOWNSEND,
Adjutant-General.

Official:

Assistant Adjutant-General.

HEADQUARTERS DEPARTMENT OF THE COLUMBIA,
Portland, Oregon, August 4, 1875.

To the ADJUTANT-GENERAL OF THE ARMY,
Washington:

SIR: On my return from Fort Klamath, I found your letter of June 26, 1875, with inclosures.

By direction of the Secretary of War, you request me to furnish, concerning the Rost Home Colony, Louisiana, "all information in your (my) possession, or that I can obtain, * * * thus to aid in securing to the Government the amount involved."

I answer, first, that I have no information whatever, except what you send me with your letter.

Second, no possible way occurs to me of obtaining information except through the officers who are accountable for the fund in question.

General Mower, to whom I gave the order, (copy marked inclosure "C," appended to the report of the commissioners of the Freedman's Savings and Trust Company,) is dead. His disbursing-officer, Capt. W. B. Armstrong, assistant quartermaster, was soon after mustered out of service. I have no information concerning his present residence. W. H. Wood, then lieutenant-colonel First United States Infantry, was assistant commissioner succeeding General Mower. Col. Robert C. Buchanan succeeded Colonel Wood.

It will be noticed in the accounts you inclose, that the disbursements were made in 1865 and 1866, when General A. Baird was assistant commissioner, and prior to any order directing the disposition of the net proceeds. If the successors to the record of the Freedmen's Bureau will write a note of inquiry to each of the officers named who are now in the Army, the replies may furnish all required information, or give some reason why this Rost Home Colony was treated differently from other asylums and hospitals under charge of the Bureau.

It appears to me that as the deposit was made holding "the balance of proceeds" subject to the order of the commissioner, the withdrawal from deposit should be by the same authority. The honorable Secretary of War being to all intents and purposes the successor in law to the commissioner, his order should be sufficient.

Capt. W. B. Armstrong, assistant quartermaster, accounted directly to the Treasury of the United States, being a bonded disbursing-officer of the Army. The assistant commissioner supervised his accounts in detail, but they did not come under my eye.

Believing that I have done all in my power to throw light upon the subject at issue, and being unwilling to shoulder greater responsibility than my plain duty seems to require, I respectfully request that the Assistant Adjutant-General, now in charge of the freedmen's branch of the War Department, conduct the correspondence with the Army officers or others who may be, directly or indirectly, connected with the case.

I am, very respectfully, your obedient servant,

O. O. HOWARD,
Brigadier-General, United States Army.

P. S.—I will name Geo. W. Dyer, esq., of Washington, D. C., as my attorney, in case any legal proceedings be had.

O. O. HOWARD,
Brigadier-General, United States Army.

WAR DEPARTMENT,
Washington City, September 21, 1875.

SIR: Referring to your communication of the 27th of January, 1875, transmitting for further action or suggestion copy of letter from R. H. T. Leipold, one of the commissioners of the Freedman's Savings and Trust Company, and copy of another from the Third Auditor of the Treasury, both bearing upon the matter of the "Rost Home Colony," a full statement of which, so far as shown by the records of the late Bureau Refugees, Freedmen and Abandoned Lands, was submitted to you by War Department letter of the 11th of January, 1875, I have the honor to inform you that, subsequent to the correspondence referred to above, the subject was placed before the late Commissioner of the Freedmen's Bureau by letter dated June 26, 1875, (copy herewith,) to which he has replied by letter of August 4, 1875, (copy herewith,) and wherein he declines to assume any responsibility.

I now view it as the duty of the Treasury Department to take the necessary steps to secure to the Government the money now with the Freedman's Savings and Trust Company arising from the Rost Home Colony transaction, and also the large amount which has not been accounted for, that is, the value of the crops (see estimate \$ 0.000 and upward) less the amount actually deposited with said Freedman's Savings and Trust Company; and to that end I now place the matter before you.

I may particularly refer to the fact that the late Commissioner, in violation of law, placed the amount, \$15,000 and \$470.07, total, \$15,870.07, in the Freedman's Savings and Trust Company, and did not, at the date of the transfer of the late bureau to the Adjutant-General of the Army, under General Order No. 55, of 1872, (copy herewith,) or subsequently, refer to the money being there, although the general order referred to directed that all "funds, papers, and property will be delivered by the first of July proximo."

There is no doubt as to the funds being public, and the accountability for them falls clearly under the act of June 15, 1866, entitled "An act to provide for the settlement of accounts of certain public officers."

I deem it proper to further invite your attention to the memorandum transmitted to you January 11, 1875, from which it appears that rations were furnished to this colony to an amount exceeding \$26,000 in value.

The Commissary-General of Subsistence, United States Army, reports that said rations were supplied through Captain I. T. Haskell, commissary-subsistence, volunteers, at New Orleans, La., but can find no evidence that payment therefor was ever made by the late Bureau Refugees, Freedmen and Abandoned Lands.

Very respectfully, your obedient servant,

W. W. BELKNAP,
Secretary of War.

The Hon. SECRETARY OF THE TREASURY,
Washington, D. C.

TREASURY DEPARTMENT,
Washington, D. C., October 9, 1875.

SIR: Acknowledging the receipt of your letter of the 21st ultimo, relative to money accruing from the "Rost Home Colony," and alleged to be yet due the Government, I have the honor to inform you that all the papers in the case in possession of this Office have been transmitted to the honorable Second Comptroller of this Department with request that he cause a thorough examination of the whole matter in question to be made, and that he take such further steps as may be deemed necessary to secure to the Government any interest it may have therein, and to cause a proper adjustment of all accounts pertaining thereto.

Very respectfully,

B. H. BRISTOW, *Secretary.*

Hon. W. W. BELKNAP,
Secretary of War.

WAR DEPARTMENT, ADJUTANT-GENERAL'S OFFICE,
Washington, D. C., October 9, 1875.

SIR: * * * Relative to certain matters pertaining to the affairs of the late Bureau of Refugees, Freedmen and Abandoned Lands, the following will indicate as to their condition at this time:

* * * * *
7th. "Rost Home Colony," involving some \$80,000.

This has, in part, been before the Treasury Department, and was first developed by the commissioners of the Freedman's Savings and Trust Company, through their

report in Miscellaneous Document 16, House of Representatives, Forty-third Congress, second session. No accounts covering, as required by act of June 15, 1866, (14 Stat., page 65,) have been filed in the Treasury Department, nor can any detailed statement, in explanation, be found. The War Department holds that accounts in detail with vouchers should be rendered; all funds not legally and duly accounted for should be recovered, and action had looking to securing, immediately, the amount, some \$21,605.83, in the hands of the Freedman's Savings and Trust Company.

The subject was, on June 26, 1875, duly placed before the late commissioner, who, in reply, has stated that he has no information whatever, except what was sent him by the communication of June 26, from this Office. No explanation has been made as to why the amount found in the Freedman's Savings and Trust Company, and placed there by the orders of the late Commissioner, was permitted to remain there instead of transferring it under War Department Orders No. 55, series of 1872, for the transfer of the late bureau to the charge of this Office.

By letter of September 21, 1875, the Secretary of War placed the subject finally before the Secretary of the Treasury, concluding as follows:

"I now view it as the duty of the Treasury Department to take the necessary steps to secure to the Government the money now with the Freedman's Savings and Trust Company, arising from the Rost Home Colony transaction, and also the large amount which has not been accounted for, that is, the value of the crops (see estimate \$80,000 and upward) less the amount actually deposited with said Freedman's Savings and Trust Company; and to that end I now place the matter before you."

* * * * *

"There is no doubt as to the funds being public, and the accountability for them falls clearly under the act of June 15, 1866, entitled 'An act to provide for the settlement of accounts of certain public officers.'"

October 9, the Secretary of the Treasury informed the Secretary of War that the Second Comptroller had been requested "to cause a thorough examination of the whole matter in question to be made, and that he take such further steps as may be deemed necessary to secure to the Government any interest it may have therein, and to cause a proper adjustment of all accounts pertaining thereto."

* * * * *

Very respectfully, general, your obedient servant,

THOMAS M. VINCENT,
Assistant Adjutant-General.

To the ADJUTANT-GENERAL OF THE ARMY.

SELECT COMMITTEE ON FREEDMAN'S BANK,
Washington, D. C., February 1, 1876.

DEAR SIR: Your communication, with stated inclosures, of this date to the chairman has been received. In reply, I have to inform you that the paper designated as "pay-roll" does not embody the information asked, and the committee desire to be informed by a tabular or itemized statement of the entire expenses on all accounts incurred by the commissioners in the settlement of the affairs of the Freedman's Savings and Trust Company, in which they wish particularly all accounts for fees and commissions to attorneys, and the names of said attorneys; in short, the whole amount of disbursements by the commissioners up to the date of the returns hereby asked for, and the daily expense on which the business is now being conducted, with any suggestions as to how and to what extent said expenses may be reduced.

Also, that you will please send to the committee all the drafts embraced under the designation of "overdrafts," in the report this day received.

By order of the committee.

Yours, respectfully,

GEORGE C. WEDDERBURN,

Clerk Committee Investigation Freedman's Savings and Trust Company.

R. H. T. LEIPOLD, Esq.,

Of the Commissioners Freedman's Savings and Trust Company, present.

OFFICE OF THE COMMISSIONERS OF THE
FREEDMAN'S SAVINGS AND TRUST COMPANY,
Washington, D. C., February 12, 1876.

SIR: In reply to your communication of the 1st instant, we have the honor to transmit herewith the following tabular or itemized statements of the entire expenses on all accounts incurred by the commissioners of the Freedman's Savings and Trust Company in the settlement of the affairs of said company, and those previously incurred, but paid by them, from the 13th day of July, 1874, the day when they entered upon the performance of their duties, to and including the 31st day of January, 1876, viz:

- No. 1. Statement of ordinary expenses;
- No. 2. Statement of salaries;
- No. 3. Statement of attorneys' fees and costs;
- No. 4. Statement of miscellaneous expenses;
- No. 5. Statement of expenses incurred in connection with loans; and
- No. 6. Statement of expenses incident to the preservation, &c., of properties belonging to the company.

The expenses incurred in connection with loans consist mainly of the expenses of sales, and the overdue and unpaid taxes on property upon which the company held deeds of trust, the property having been bid in by us at trustees' sale to prevent its being sacrificed.

We also inclose an itemized statement of the overdrafts at the several branches, and such of the drafts themselves by which the overdrafts at the Washington branch were incurred as we have been able to find.

The paid and canceled drafts of the other branches, that were sent to us at the time the branches were closed, are contained in 35 large cases of unsorted miscellaneous papers and canceled pass-books. To examine these thoroughly with a view to discover whether any of the drafts asked for are among them will require weeks—perhaps months. Hence, we forward the desired statements without awaiting the result of so long a search.

Having made every effort to limit the expenses of the commission to the lowest possible figure, and to reduce them as fast as practicable, we are not able, at this time, to suggest any further reduction other than that contemplated in Senate bill No. 141, now in possession of your committee. By transferring the payment of the future dividend to the Government depositaries, the expense of expressage and postage on pass-books—a considerable sum—will be saved.

We are expending now such sums only as in our opinion are absolutely necessary for the prompt execution of our trust, and the protection of the assets committed to our care.

We have the honor to be, very respectfully, your obedient servants,
JNO. A. J. CRESWELL,
R. H. T. LEIPOLD,
Of the Commissioners.

One hundred checks inclosed, which please return.

Hon. B. B. DOUGLAS,

Chairman Committee of Investigation Freedman's Savings and Trust Company.

Statement of overdrafts of the Freedman's Savings and Trust Company.

Date of overdrafts.	Name.	Amount.	Payments.
WASHINGTON BRANCH.			
Aug. 1, 1873	John Miller.....	\$10 35	.....
Dec. 2, 1873	H. C. Bliss.....	1 11	\$1 11
July 29, 1873	Abbott Pavement Company.....	480 00	.....
Nov. 8, 1872	Frank T. Howe, business manager.....	30 32	.....
Sept. 3, 1873	J. G. Meyers.....	19 74	.....
June 4, 1874	William McGuire.....	641 65	641 65
Jan. 3, 1873	Harry Donehue.....	20 34	.....
Sept. 7, 1872	J. M. Brown.....	1,098 66	205 40
April 30, 1874	J. V. W. Vandenburg.....	1,961 20	.....
Nov. 5, 1872	Benjamin Swallow.....	8 40	.....
Mar. 2, 1874	Marcellus Bailey.....	35 46	.....
Dec. 14, 1873	E. L. Schmidt.....	8 09	8 09
Nov. 16, 1872	H. N. Howard.....	143 00	.....
Oct. 2, 1872	Charles H. Bliss.....	188 15	.....
June 3, 1874	Edward S. Jones.....	25 40	.....
Aug. 2, 1873	Robert E. Williams.....	13 90	.....
Mar. 12, 1873	Henry Johnson.....	03	.....
July 22, 1872	Zalmon Richards.....	115 51	.....
Mar. 18, 1874	John W. Starr.....	4 08	4 08
May 5, 1874	Ira A. Hopkins.....	74 54	.....
May 19, 1874	Leonidas Scott.....	206 40	206 46
May 18, 1874	Dr. Joseph T. Johnson.....	8 67	8 67
Jan. 7, 1874	Israel Dilli, (dead).....	9 10	.....
Jan. 25, 1873	John H. McCoskey.....	100 00	100 00
Nov. 27, 1872	Charles R. Douglass.....	22 14	.....
Nov. 30, 1872	Douglass Brothers.....	561 52	.....
Jan. 6, 1873	Robert A. Phillips.....	15 89	.....
July 1, 1874	J. W. Wright.....	814 64	814 64
Mar. 11, 1873	C. W. Saxon.....	45 24	45 24
June 20, 1873	R. M. Hall.....	838 98	.....
Mar. 25, 1873	Horace Boughton.....	9 00	.....
May 6, 1873	Roswell Waldo.....	18 02	18 02
June 5, 1873	J. W. Chickering.....	100 00	100 00
Mar. 3, 1874	B. H. Warner.....	3 28	3 28
Mar. 14, 1874	F. C. Harris.....	5 00	5 00
Sept. 19, 1873	R. J. Nicholson.....	6 00	.....
Sept. 4, 1873	Sarah M. Choffer.....	1 92	1 92
Sept. 8, 1873	Joseph E. Snodgrass.....	192 72	50 00
May 6, 1874	Ballard Pavement Company.....	13 46	.....
Jan. 5, 1874	J. Daniels.....	140 22	.....
Aug. 9, 1873	F. S. Lamon.....	528 92	.....
Nov. 17, 1873	Smolinski & Lyle.....	40 06	.....
April 30, 1874	J. J. Georges.....	01	.....
Feb. 16, 1874	W. J. Cooke.....	756 40	756 40
Feb. 9, 1874	James H. McGill.....	46	46
June 10, 1874	A. Cuemmings.....	5 33	.....
April 18, 1874	J. R. Cooke.....	1 50	1 50
June 2, 1874	J. T. Wormley.....	3 42	3 42
June 26, 1874	George W. Stickney.....	57 22	57 22
June 30, 1874	George D. Johnson, agent.....	19 00	.....
July 3, 1874	George D. Johnson.....	28 11	.....
Feb. 12, 1874	Holden & Spence.....	49	.....
Feb. 18, 1873	E. L. Sizer.....	29 20	26 50
May 2, 1874	Wormley & Johnson.....	7 22	7 22
May 29, 1874	William E. Matthews.....	20	.....
Oct. 25, 1866	Ellock La Rue.....	10 00	.....
Feb. 25, 1866	James Vincent.....	10 00	.....
Mar. 15, 1866	John Lane.....	5 00	.....
Sept. 14, 1869	James Dent.....	1 38	.....
Mar. 10, 1867	Patience Hardy.....	4 00	.....
Sept. 1, 1871	Enoch Magruder.....	5 00	.....
Sept. 17, 1872	Joseph R. Parker.....	50	.....
Nov. 11, 1872	John Smiley.....	03	.....
Mar. 30, 1872	Joseph Brown.....	2 00	.....
June 7, 1869	Alcinda Letcher.....	1 02	.....
Dec. 31, 1871	D. L. Eaton & Co.....	95 13	.....
Mar. 2, 1869	John Kimball.....	38 29	.....
Nov. 6, 1869	G. P. Hopkins.....	1 55	.....
May 18, 1868	Daniel Shaw.....	5 00	.....
Nov. 13, 1869	Sandy Plater.....	10 51	.....
Aug. 21, 1869	Mrs. S. T. Goodall.....	50	.....
June 20, 1867	George Grice.....	50	.....
Mar. 31, 1868	Robert Delaney.....	25 50	.....
Dec. 19, 1867	Mary E. Williams.....	20 00	.....
Aug. 31, 1869	William Dodson.....	33	.....
Nov. 13, 1868	James G. Madison.....	5 02	.....
July 22, 1869	Caroline Jackson.....	3 75	.....
June 30, 1869	Susan Walker.....	50	50
Jan. 24, 1868	Augustus Jones.....	13 00	.....

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
WASHINGTON BRANCH—Continued.			
June 19, 1866	George Washington.....	\$1 00	
Feb. 6, 1873	Elizabeth Herbert.....	1 08	
Nov. 27, 1869	William H. Brown.....	39	
June 26, 1873	Elizabeth L. Brown.....	70	
April 22, 1869	William Warner.....	6 00	
Jan. 22, 1868	John J. Gray.....	14 04	
June 25, 1868	Mary Washington.....	6 50	
Jan. 24, 1868	William H. Doolittle.....	5 00	
Nov. 21, 1868	Alexander Ashley.....	1 19	
Nov. 10, 1870	Fanny Johnson.....	20 00	
July 21, 1868	Lewis Byrne.....	1 00	
Oct. 12, 1872	Samuel Lee.....	4 98	
Aug. 8, 1868	Charles H. Churn.....	6 50	
Sept. 3, 1870	Edward Gibson.....	59 04	
Dec. 5, 1870	James Wm. Hawkins.....	11 00	
Jan. 30, 1869	George Ingraham.....	92	
Nov. 9, 1869	Hester A. Garnett.....	1 07	
April 29, 1869	William H. Gray.....	8 75	
Nov. 13, 1871	George Wm. Barnes.....	3 84	
Feb. 23, 1871	George Johnson.....	18	
Dec. 19, 1871	Judson Hard.....	8 31	
Jan. 5, 1869	Edward S. Fowler, treas. 1st Cong. S. S.	5 00	
July 5, 1870	Margaret Dugan.....	66	
Sept. 10, 1869	Mary Grayson.....	7 00	
April 11, 1871	Charlotte Watts.....	37	
Aug. 30, 1869	John H. Woodward.....	10 00	
July 27, 1870	Abraham Johnson.....	15	
Sept. 10, 1869	Amelia Colbert.....	1 75	
July 9, 1871	Charles Meyer.....	80 00	
Mar. 29, 1870	George Smith.....	25 00	
Mar. 14, 1870	John Bolden.....	20	
Aug. 4, 1869	Cleland Claxton.....	21 98	
Aug. 8, 1868	C. A. Stewart.....	2 55	\$2 55
July 19, 1870	Stafford Payne.....	02	
Jan. 13, 1874	Winnie Randall.....	40	40
Sept. 21, 1870	William Skippeth.....	01	
Oct. 19, 1871	Maria Hicks.....	40	
June 17, 1870	Mary R. Goines.....	37 58	
July 1, 1871	Richard Hill.....	100 00	
Nov. 19, 1870	Rebecca Lancaster.....	02	
Jan. 2, 1873	Braxton Harrison.....	02	
Mar. 3, 1870	Edmund Tyler.....	1 25	
Mar. 17, 1870	Emily Tyler.....	1 76	
May 13, 1871	James Schooler.....	14 95	
June 12, 1871	Patrick Cosgrove.....	10 00	
Dec. 4, 1870	Amelia F. Brown.....	30 00	
Mar. 10, 1871	Cornelia Hamilton.....	25 00	
April 30, 1870	John A. Cole, special fund.....	45 54	45 54
Dec. 8, 1870	O. S. B. Wall.....	25 00	
Oct. 30, 1868	C. W. Meding.....	48	
Dec. 7, 1869	George Grant.....	38	
April 1, 1870	C. F. Grimes.....	70 00	
Sept. 4, 1869	Charles Mullaley.....	25 00	
April 1, 1871	James Schouler, trustee.....	30 29	
July 10, 1871	Catherine Lancaster.....	5 04	
June 26, 1874	Matilda A. Wheeler.....	1 97	
Nov. 19, 1870	Dr. Robert Phillips.....	10 00	
Feb. 1, 1871	Octavia Herndon.....	3 12	
Sept. 30, 1869	Samuel I. Davis.....	02	
June 13, 1871	Lawrence G. Fletcher.....	2 00	
Feb. 9, 1870	Charles Weiss.....	15 00	
Oct. 21, 1872	Lucius W. Sydner.....	5 09	
Nov. 8, 1869	Mrs. A. G. Gaston, agent.....	27 59	
Feb. 6, 1872	Eliza Bolden.....	4 99	
Oct. 5, 1871	Rachel Mason.....	5 10	
June 25, 1870	James W. Somers.....	02	
Dec. 29, 1869	Joseph E. Venning.....	02	
Dec. 20, 1869	William Alexander.....	11	
June 9, 1870	Thomas Sorrell.....	5 00	
Aug. 9, 1870	A. C. Spaulding.....	15 00	
Jan. 27, 1870	W. F. Bronaugh.....	9 40	
May 22, 1870	W. G. Meldrum.....	50	
June 16, 1870	John C. Winn.....	50	
May 27, 1871	Sons and dau. of Mayberry.....	09	
Mar. 17, 1871	Louisa Coates.....	10	
Dec. 3, 1873	Peter Roberts.....	1 35	
Oct. 26, 1872	Thomas Perry.....	9 40	
July 25, 1870	Thomas Little.....	10	

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
WASHINGTON BRANCH—Continued.			
Sept. 2, 1871	E. J. Knowles	\$0 65	
Mar. 27, 1871	James Grant	10 27	
Dec. 7, 1869	William H. Goodacre	28 25	
Dec. 9, 1870	George T. Cook	653 96	
Mar. 4, 1872	John J. Knox	20	
May 31, 1870	John Bell	5 60	
Sept. 11, 1873	Francis Henry	10	
Oct. 7, 1870	Alexander Williamson	9 00	
Sept. 19, 1873	Alexander Davis	49 50	
Jan. 2, 1872	J. C. Lewis	331 00	\$255 07
July 16, 1870	H. B. Philbrook	90 85	
Oct. 20, 1871	Daniel L. Welch & Co.	171 54	
June 18, 1870	A. Pannell	221 51	
July 9, 1870	McNair & Wheeler	30	
July 26, 1870	Celly Jenifer	18 00	
Feb. 6, 1871	Joshua Whitney & Co.	150 41	
June 14, 1873	Nancy Lomax	25 00	
Mar. 30, 1871	New Church Book and Tract Society	35 71	
Apr. 15, 1873	H. P. Saunders	144 84	144 84
Feb. 4, 1871	F. H. Young	22 08	
Mar. 28, 1872	John S. Poler	18 61	
May 2, 1871	Chris. C. Collan	6 00	
Mar. 19, 1872	Priudle & Dyer	1 82	1 82
Feb. 24, 1872	Sophia Holmes, guardian	5 51	5 51
Oct. 15, 1870	J. E. Ayres	35 00	
Jan. 19, 1871	John R. Arrison	24 78	
Dec. 12, 1870	John L. Duffee	70 00	
Mar. 22, 1871	John Battle	50	
Mar. 6, 1871	Henry Bayley	70 36	
May 25, 1874	Henry Moore	19 05	19 05
Jan. 26, 1871	H. C. Addison	64 72	
Jan. 11, 1871	James H. Hewis	28 91	
May 9, 1871	M. Duffy	12 00	
Dec. 28, 1870	A. B. Rogerson	5 00	
Dec. 14, 1871	N. H. Miller	17 84	
Feb. 17, 1872	William Rowe	3 90	
Dec. 27, 1870	Charles E. Caphart	10 87	
April 8, 1871	Edward Lloyd	16 00	
April 25, 1871	Julia A. Holmes	15 85	
Mar. 13, 1872	Fannie E. Ruffin	4 44	
April 29, 1871	T. J. Bricksler	25 20	
Oct. 24, 1873	Mary Ellings	20	
May 10, 1871	Thomas Thompson	1 67	
June 7, 1873	Mount Olivet Lodge, No. 1333	4 67	
Mar. 5, 1872	J. McC. Perkins	25 00	
Sept. 9, 1873	Lney Roy	12 85	12 85
Feb. 3, 1872	Thomas Smith	2 00	
Jan. 31, 1873	Francis A. Pannell	2 77	
Dec. 27, 1873	John W. Smith	15	
Dec. 13, 1871	Elizabeth Baldwin	5 00	
April 7, 1874	William Pope	50 00	50 00
Oct. 23, 1871	Thomas C. Connolly	06	06
May 13, 1872	William R. Woodward	3 91	
Mar. 9, 1872	George Schermerhorn	288 80	
Sept. 16, 1873	Jane Stevenson	9 82	
Feb. 14, 1873	Thomas Bond	2 85	
April 4, 1874	Francis Johnson	02	
Oct. 25, 1873	Smith Kelley	3 00	
Dec. 11, 1871	Joseph H. Shaffield	53	
Oct. 11, 1872	Daniel and Terrence Duffy	03	
April 11, 1872	William B. Logan	15 00	
Jan. 22, 1874	H. S. Stotter	10 00	
April 27, 1874	Allen Rutherford	1 94	85
Mar. 23, 1874	William H. Gunnison	626 87	25 00
Jan. 12, 1874	Samuel Barrow	3 72	
Jan. 12, 1872	Charles Weirman	34 32	
Mar. 11, 1873	Sophrontia Wade	200 00	
Dec. 11, 1872	Joseph Walsh	07	
June 25, 1873	Bennett R. Bates	02	
Jan. 25, 1873	A. Erdman	25 75	
Feb. 16, 1874	Eveline Hutchinson	75	
Sept. 26, 1873	Thomas W. Chase	26 75	
Nov. 20, 1872	John Bradford	1 00	
Jan. 3, 1874	Charles N. Thomas	14 42	14 42
Oct. 2, 1873	J. W. Alvord, jr.	60	60
April 2, 1872	William C. McIntire	45 04	
Aug. 15, 1872	J. M. McAvoy	6 00	
Aug. 3, 1872	H. D. Cooke, jr.	6 75	6 75

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
WASHINGTON BRANCH—Continued.			
June 18, 1874	C. C. Casey	\$13 53	\$13 53
June 30, 1874	A. Pollok	73	
April 30, 1874	S. I. Fleetwood	4 50	4 50
Oct. 15, 1873	Thomas G. Allen	50 00	
July 2, 1873	Edward Burchardts	1 00	
May 28, 1874	Alfred Day	42	
Oct. 23, 1872	S. Deane	1,038 40	170 00
July 1, 1874	W. R. Hooper	57 09	57 09
June 17, 1873	J. M. Orners	4 54	
Mar. 31, 1872	A. L. Lowell	25 00	
May 24, 1873	S. H. Iredell	89 34	89 34
Jan. 3, 1873	Wilson Church fund	18 40	
July 26, 1873	Conrad Becker	88	88
Aug. 15, 1872	Kate V. Jennings	4 52	4 52
Oct. 5, 1872	Mary Bell	23 42	
Oct. 18, 1872	William and Lucy Monroe	30 09	
Mar. 12, 1873	Calvin T. A. Holland	1 00	
Feb. 25, 1873	T. C. Holland	10 06	
Mar. 12, 1873	Mrs. A. A. Whitney	30	
Oct. 14, 1872	Charles E. Greene	01	
May 3, 1872	C. A. Boynton	6 00	
Jan. 2, 1872	Jere Long	09	09
Sept. 10, 1872	W. B. Gonzalvis	29 56	29 56
Feb. 1, 1874	James L. Davis	12 04	
Mar. 1, 1873	A. H. M. Taylor	48 70	
Oct. 12, 1872	Kate Wood	10 00	
Feb. 28, 1873	E. Freyhold	1 00	
Apr. 15, 1872	W. J. Murray	7 00	
Sept. 24, 1873	John W. Hunter	10 86	
Dec. 4, 1873	H. S. Boynton	14 25	14 25
Sept. 16, 1873	David Johnson	10	
Mar. 30, 1874	George W. Phillips	142 71	
June 10, 1872	G. T. Langley	30	
May 19, 1874	J. C. Napier	30 00	
Mar. 21, 1874	Lynds F. Jones	133 33	
Nov. 29, 1873	James A. Handy	9 86	
Aug. 13, 1873	Thomas Lewis	2 77	
Mar. 12, 1873	George Wheeler	50 00	
Nov. 1, 1873	Lawrence L. Butler	03	03
July 8, 1872	J. W. Nichols	4 00	
Oct. 26, 1872	William E. Harley	4 00	
Jan. 23, 1873	M. Porter Snell	7 92	7 92
Apr. 27, 1874	William H. and Mary Ann Lee	12 99	
July 13, 1872	Margaret Hetzell	4 84	
Jan. 29, 1873	Peter Hayes	50	
Aug. 13, 1873	Clara E. Collins	3 94	
Mar. 10, 1873	Peter Lewis	3 50	
Jan. 4, 1873	Horace F. White	42 10	
May 17, 1872	R. B. Lloyd, agent	108 57	
Apr. 3, 1873	Mrs. S. B. A. Robinson	39 01	
Oct. 26, 1872	Jerome B. Ten Eyck	02	
Aug. 24, 1872	John C. Hogan	307 87	307 87
Sept. 9, 1873	Rev. W. B. Evans	8 18	
Sept. 2, 1872	Arthur Simmons	39 47	
Sept. 4, 1872	W. T. Johnson	54 27	
Nov. 29, 1873	James Barry	10	
June 4, 1874	E. A. Wheeler	4 75	4 75
July 29, 1873	Juan Boyle & Co	1 98	
Oct. 3, 1873	Thomas M. Healey	31 00	
Dec. 3, 1872	C. A. Newton	3 30	
July 7, 1873	John H. Cook	20 00	
Dec. 18, 1872	Joseph G. Hill	1 00	
Dec. 26, 1873	Mildred A. Bolden	4 10	
Feb. 19, 1874	A. D. Robinson	12 30	12 30
Jan. 11, 1873	Lewis Thomas	2 00	
Oct. 4, 1872	Elizabeth Davis	2 59	
Jan. 20, 1873	R. H. Marsh	66 05	
Mar. 11, 1873	Thomas A. Cushing	20	
Nov. 25, 1873	Mary A. Cook	90	
Sept. 27, 1872	John H. Bond	161 17	161 17
Aug. 9, 1873	Bishop J. M. Brown	86 53	86 53
Jan. 27, 1873	Samuel Jackson	1 00	
Feb. 9, 1874	Jennie L. Wall	6 75	
Dec. 8, 1873	Jerry Lomax	4 00	
July 1, 1873	R. Farnham	129 94	129 94
Aug. 6, 1872	T. J. Lazenby	5 15	
Mar. 25, 1873	Mary A. Sherwood	20 00	20 00
July 8, 1873	Walter Bowdin	10	
Mar. 12, 1873	Jennie Hughes	10 00	

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
WASHINGTON BRANCH—Continued.			
Dec. 24, 1872	John Ernest.....	\$0 25	
Mar. 16, 1874	Sarah Jackson.....	7 23	
Sept. 17, 1873	Cynthia Gaskins.....	6 00	
Nov. 1, 1872	John W. Sanderson.....	1 00	
Feb. 12, 1873	Oliver C. Black.....	32	
May 3, 1873	Maria Turner.....	01	
Apr. 4, 1874	Stephen Smallwood.....	97	
Oct. 8, 1874	Lorenzo Wescott.....	44	
Dec. 30, 1873	Annie Campbell.....	06	
Dec. 29, 1873	Charles T. Parker.....	7 75	
Sept. 4, 1873	Wolfgang Ruchdaschel.....	10 00	
May 3, 1873	Robert Gilmore.....	97	
Sept. 20, 1873	John Crawford.....	01	
May 4, 1874	Daniel Breed.....	83 57	\$83 57
May 10, 1873	Sarah Ann Lewis.....	2 60	
Apr. 2, 1874	Everett J. Willard.....	1 48	
Oct. 13, 1873	Joseph Henson.....	1 78	
Feb. 28, 1873	N. S. Wright.....	80	
Mar. 29, 1873	William E. Augusta, trustee.....	40 25	40 25
Mar. 11, 1873	A. Michels.....	5 53	
June 22, 1874	Mrs. George W. Stickney, treas.....	29 00	29 00
May 31, 1873	Robert Jones.....	10	
Dec. 3, 1873	Juvenile Union Friendship, No. 4.....	15 68	
Jan. 1, 1874	G. R. Thompson.....	01	
Sept. 26, 1873	W. T. Mockbee.....	3 44	
June 7, 1873	Nora Robinson.....	13 00	13 00
June 23, 1874	A. S. Taylor.....	9 99	
Mar. 29, 1873	A. R. Fowler.....	129 25	
July 2, 1874	Frank Wilson.....	81	
Sept. 13, 1873	Eugene Johnson.....	3 00	
July 7, 1873	William H. and Julia Griffin.....	6 50	
Jan. 19, 1874	Sandy Bryant.....	4 00	
Aug. 7, 1873	Lamp Stewart.....	13 00	
Nov. 29, 1873	Thomas Coan.....	3 83	
Sept. 30, 1873	Catherine Shinnie.....	25 00	
Feb. 17, 1874	Richard T. Budd.....	3 06	
Apr. 10, 1874	Lewis Bolden.....	10 00	
Jan. 6, 1874	John Fallon.....	25	
Sept. 15, 1873	William H. Lewis.....	7 00	
Mar. 25, 1873	Martha Jones.....	3 87	
Apr. 29, 1874	Stephen King.....	01	
Oct. 29, 1873	Fred. Wallace.....	3 00	
Feb. 28, 1874	Andrew Jackson.....	8 35	
Mar. 24, 1874	John W. Cromwell.....	10 81	
Apr. 16, 1874	Moses Madrid.....	26	
Apr. 18, 1874	Vincent West.....	2 39	
July 29, 1873	John Pinckney.....	13 64	
Apr. 29, 1874	James H. Toy.....	3 07	
May 21, 1874	Charles Johnson.....	13 07	
July 2, 1874	Colored Union Benevolent Association.....	10 00	
July 1, 1874	John H. Brown.....	10 85	
June 18, 1873	J. N. Whitney.....	99 59	99 59
June 18, 1873	Fifth Baptist Church.....	221 90	
June 2, 1874	William Schooler.....	11 86	11 86
May 20, 1874	Dr. A. T. Augusta.....	3 80	3 80
Oct. 7, 1874	J. W. Wright.....	6 50	
Sept. 3, 1872	Jacklin Strange.....	1 26	1 26
Nov. 19, 1873	Eliza C. Tulloch.....	2 70	2 70
Sept. 20, 1873	Marion Clark.....	2 00	2 00
	Harriet A. Saunders.....	60	60
Oct. 12, 1872	Aaron N. Skinner.....	50 00	50 00
June 10, 1872	Jerome F. Johnson, treas.....	8 20	
Sept. 28, 1870	Jerome A. Johnson.....	13 37	
		17, 758 22	5, 113 95
ALEXANDRIA BRANCH.			
Feb. 17, 1874	Odd-Fellows' Joint Stock Company.....	24 74	
Aug. 15, 1873	George L. Seaton.....	101 68	
Mar. 10, 1874	Sarah T. Fisher.....	10	
Mar. 7, 1874	Edward Garrett.....	84	
Oct. 16, 1873	— Turner.....	22 00	
		149 36	

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
ATLANTA BRANCH.			
Dec. 9, 1870	Louis Turner.....	\$2 00	
	Turner Squier.....	95 94	\$39 00
Nov. 8, 1872	David Hayne.....	16 77	
Sept. 17, 1873	Edmund Robinson.....	40	
Dec. 18, 1873	James Mitchell.....	1 10	
May 16, 1874	John Harris.....	15 85	
Oct. 20, 1870	William Ross.....	4 00	
May 20, 1873	Thomas Holland.....	41 83	
Jan. 23, 1874	Squire Simmons.....	44 05	32 60
Dec. 13, 1872	Burrill Parks.....	1 51	
April 4, 1874	Johnnie Russell.....	1 30	
Mar. 16, 1874	Moscow Jackson.....	1 04	
Feb. 9, 1874	James Loundes.....	09	
July 8, 1873	George McKinney.....	02	
July 28, 1873	T. N. Chase.....	19 30	
Feb. 5, 1874	P. D. Corey.....	4 75	
April 16, 1874	Willie G. Craig.....	14 45	
Mar. 9, 1873	Charles Jones.....	65	
Jan. 29, 1874	Eddie Butler.....	4 00	
June 29, 1874	James Tate.....	60 73	60 73
May 4, 1871	Simeon W. Beard.....	40	
		<u>329 11</u>	<u>123 33</u>
BEAUFORT BRANCH.			
Feb. 21, 1871	Morris Howard.....	24 50	
Jan. 8, 1872	Dooway Middleton.....	10 00	
Jan. 24, 1872	Winchell M. French.....	268 93	
Jan. 18, 1873	Clara Days.....	5 00	
July 22, 1872	R. G. Holmes.....	364 75	
July 9, 1872	R. H. Gleaves.....	100 00	
Jan. 23, 1873	Joseph Robinson.....	1 44	
Nov. 5, 1872	Joseph W. Collins.....	390 61	
Jan. 26, 1874	Balley Stuart.....	13 03	
Nov. 9, 1872	M. M. Kingman & Co.....	212 09	
Jan. 26, 1873	Charles G. Kendall.....	86 53	
	Bennett & Co., (raised balance).....	2, 000 00	
	Profit and loss, (balance of account).....	11, 768 33	537 54
April 2, 1870	H. G. Judd.....	80 10	80 10
		<u>15, 255 31</u>	<u>617 64</u>
COLUMBUS BRANCH.			
Jan. 2, 1873	Blewitt Dick.....	98	
April 23, 1872	Eliza Cummings.....	88	
Sept. 29, 1873	Guy McCloud.....	16 11	
July 3, 1874	Wm. N. Munroe & Co.....	04	
Sept. 27, 1872	Henry Penrose.....	4 25	
May 31, 1873	Tom Pollard.....	7 00	
June 4, 1874	William Reeves.....	11	
Feb. 24, 1873	Eliza Richards.....	90	
	Profit and loss, (balance of account).....	162 00	
		<u>192 27</u>	
COLUMBIA BRANCH.			
Jan. 12, 1872	Dr. T. A. Davidson.....	49 50	
July 15, 1874	Albert Smith.....	25	
June 30, 1874	Cæsar Hardison.....	25	
		<u>50 00</u>	
HUNTSVILLE BRANCH.			
Aug. 5, 1871	John Bynum.....	23	
Jan. 8, 1872	J. H. Bone.....	4 17	
Jan. 9, 1871	Darby Bendie.....	10	
June 8, 1872	John W. Cooper.....	10	
Dec. 22, 1870	Charley Dail.....	1 00	
Sept. 24, 1870	John and Dulcinea Davis.....	2 80	
Dec. 23, 1870	Eley Donald.....	56	
Feb. 8, 1873	Hannah N. Doyle.....	35	
June 12, 1871	John Evans.....	10	
July 8, 1870	William Glass.....	10 00	
Feb. 8, 1872	Ned Harris.....	65 98	
Dec. 6, 1871	Mrs. Maria Lacy.....	7 03	

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
HUNTSVILLE BRANCH—Continued.			
Mar. 29, 1870	Peter Lowery, jr.	\$1 00	.....
April 25, 1870	Alfred Patton	8 50	.....
Mar. 2, 1871	Luke Turner	10 00	.....
Nov. 22, 1870	Simons Wortham	10	.....
Dec. 17, 1870	George Womack	37	.....
June 6, 1870	Silas Wheat	4 00	.....
April 15, 1871	Lue Williams	1 70	.....
		118 09	
JACKSONVILLE BRANCH.			
	Profit and loss, (balance of account)	951 02	.....
April 2, 1874	C. D. Brigham	52 68	.....
Jan. 31, 1874	Simson Jones	1 30	.....
Nov. 5, 1870	Bettilini and Togni	299 25	.....
May 27, 1872	Mahala I. Scott	1 34	.....
		1,305 59	
LEXINGTON BRANCH.			
June 7, 1873	D. N. Brown	8 23	.....
April 11, 1874	Ambrose Smith	4 50	.....
		12 73	
LYNCHBURGH BRANCH.			
Nov. 16, 1872	Madison Merchant Company	63	.....
	William George & Co.	11 13	.....
Dec. 19, 1873	Charles George & Co.	290 32	.....
Feb. 3, 1873	William Streets & Co.	54 36	.....
Jan. 30, 1874	Dandridge Morris	1 61	.....
	Pleasant P. White	10 00	.....
July 3, 1874	L. Higginbotham	15	.....
July 1, 1874	Alex. Smith and wife	2 69	\$2 69
	Stephen Miller, (agent)	7 00	.....
Nov. 12, 1872	Nicholas Butler	36	.....
Jan. 13, 1874	W. F. Bronaugh, (guardian)	77	.....
		379 02	2 69
LOUISVILLE BRANCH.			
Mar. 18, 1873	General B. P. Runkle	184 12	.....
Dec. 15, 1868	Wesley Tipton	26 00	.....
Dec. 9, 1872	Sarah Hogans	1 00	.....
June 21, 1869	R. M. Johnson	2 00	.....
Nov. 25, 1870	Alexander Criddle, (dead)	5 00	.....
Jan. 31, 1871	Sarah Green	3 84	.....
Oct. 4, 1870	John H. Keen, (in trust)	50	.....
Dec. 6, 1870	L. Irving	2 00	.....
	Lydla Ann Hankley	24 73	.....
Dec. 15, 1870	Alfred Mays	1 00	.....
	Elizabeth Hunter	1 75	.....
	Harvey Gibson, treasurer, (balance of account)	38 15	20 94
Oct. 1, 1872	Vincent Helm, (dead)	4 00	.....
June 15, 1870	George W. Reynolds	29 04	.....
Nov. 24, 1873	Martin Rogers	85	.....
May 18, 1874	Lucy Ann Spradling	9 00	.....
Jan. 6, 1870	Mary Ann Mays	1 00	.....
Nov. 30, 1869	Louisa Cochran	27	.....
		334 25	20 94
LITTLE ROCK BRANCH.			
July 3, 1874	J. G. Hoback	23 41	23 41
April 23, 1874	Mrs. H. K. Pinckney	15 00	.....
		38 41	23 41
MACON BRANCH.			
April 29, 1871	Abram Redd	1 00	.....
Mar. 2, 1871	Tempa Nixon	15	.....
Nov. 14, 1871	Lulu Massey	10	.....
Aug. 26, 1870	Julia Erby	15	.....

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
MACON BRANCH—Continued.			
Nov. 3, 1870	Isaac Williams	\$0 40	
Oct. 10, 1870	E. A. Lightfoot	3 00	
	Plez Harvey	10	
April 17, 1871	Richard Bassett	1 00	
April 20, 1874	Oscan Savage	95	
Aug. 12, 1870	David Johnson	15	
Sept. 15, 1870	George H. Pope	10	
	Mary L. Carter	39 10	
Aug. 7, 1871	Hartwell Eppe	10	
	Florence Johnson	15	
May 8, 1871	George Edwards	10	
	David Neal	9 84	
Dec. 3, 1872	Richard Flarllyn	2 25	
April 17, 1873	Moore & Alexander	97	
Sept. 1, 1873	Joseph L. Day	4 80	
May 8, 1874	Clarence Gibson	3 47	
May 2, 1874	Joseph Walker	70	
Feb. 2, 1874	Gaston & Clark	9 61	
May 11, 1874	Mahala Woodliff	14 14	
July 1, 1874	Presbyterian Sunday School	1 51	
June 2, 1874	W. A. P. Church	20 60	
		114 44	
MEMPHIS BRANCH.			
Sept. 6, 1869	A. A. Barnard	38 10	
Jan. 20, 1873	David Hogan	50	
June 14, 1873	H. Pendleton	77	
April 21, 1873	Alfred Washington	1 07	
Aug. 8, 1870	Charles Williams	45	
	Robert Jones	2 99	
Dec. 7, 1872	Laboreas Treasurer	37 61	
Sept. 22, 1873	Mumford Horton	20 00	
Aug. 22, 1873	Albert Williams	3 40	
Aug. 25, 1873	Dr. A. Matson	2 00	
July 13, 1872	G. W. Mathews	4 00	
June 1, 1872	Rebecca Harris	1 50	
June 6, 1872	M. A. Hanson	25	
Aug. 7, 1872	Moses Brown	48 49	
July 15, 1873	L. M. Taylor	1 60	
	Elias Clayton	90	
Nov. 15, 1873	G. W. King	16 75	
Sept. 20, 1873	Nancy De Moses	9 89	
Sept. 20, 1873	Enoch Holliday	40	
June 10, 1873	A. C. Brewer	75	
June 13, 1874	Jesse Pigeo	17 38	
Mar. 17, 1874	Rachael Holman	8 91	
Jan. 24, 1874	R. J. Walker	37 55	
April 27, 1874	Frank Tally	115 00	\$28 23
Mar. 5, 1874	J. K. Hunter	210 00	
	E. R. Knight	8,322 42	
	Profit and loss, (balance of account)	539 26	
	P. C. Thayer, (balance of account)	306 03	25 00
	Marsh & Warner, (balance of account)	517 89	
June 15, 1874	E. P. Pierce, agent	51 68	51 68
	E. Adams & Co., (balance of account)	35 50	25 00
	L. Heyman, (balance of account)	114 23	
	B. D. Rainey & Co., (balance of account)	5,164 94	
	W. L. Marsh, (balance of account)	291 71	291 71
	H. E. Andrews, (balance of account)	772 53	
	C. J. Smith, (balance of account)	7 45	7 45
June 19, 1874	Letta Love	2 00	2 00
		16,706 50	431 07
NATCHEZ BRANCH.			
Feb. 15, 1872	C. H. Kirkendall	326 54	
Oct. 11, 1870	P. E. Willman	147 06	
Dec. 26, 1872	Henry Singleton	142 00	
July 27, 1872	Adams Jackson	50 00	
June 11, 1873	Benjamin Thornton, treasurer	40 80	
Feb. 1, 1873	W. F. Franklin	14 00	
Feb. 9, 1871	Henderson Snallowood	5 00	
Jan. 4, 1873	T. Maroney	3 00	
June 2, 1873	J. R. Chappotin	2 00	
		730 40	

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
NASHVILLE BRANCH.			
April 17, 1874	Barbara Shook	23 50	
May 29, 1872	Smith & Harding, agents	24 18	
Dec. 3, 1873	Molly Napier	77	
Sept. 18, 1873	Thomas J. Harris	25	
		33 70	
NEW BERNE BRANCH.			
Aug. 25, 1868	William Slade	25 00	
Dec. 21, 1870	Sylvia Conner	16 02	
July 6, 1870	Sophia Abbott	50	
May 12, 1870	Southey Dawson	1 60	
Aug. 12, 1868	Cesar Taylor	5 00	25 00
Jan. 15, 1869	Simson Lee	10 00	
Dec. 26, 1868	Richard Lane	5 00	
Mar. 20, 1869	George Scott	2 00	
Aug. 6, 1870	Alexander Dudley	1 62	
May 27, 1869	David Simmons	50	
Dec. 16, 1868	William Smedick	45 00	
Jan. 6, 1873	Robert Norfleet	19	
Aug. 18, 1859	Charles Hibbard	20 00	
Dec. 29, 1869	Nelson Spencer	5 00	
June 28, 1870	Joseph Grace	50	
Oct. 7, 1870	J. W. Hilton	11 00	
Mar. 3, 1871	R. S. Civils	02	
May 9, 1871	Moses Bryan & Co	81	81
Aug. 1, 1871	Alexander Conner	50	
	Annie M. Coats	60	
April 3, 1871	Shadise Fenns	41	
Nov. 26, 1872	Whitmilk Cotton	23	
Mar. 18, 1872	Charles Hibbard	17 05	
Dec. 14, 1872	Benjamin Frater	4 00	
Nov. 8, 1872	Tobias Moore	1 00	
Mar. 15, 1872	Mary J. Smith	3 00	
Jan. 23, 1873	John S. Palmer	3 33	
June 10, 1873	John Dixon	52	52
Aug. 25, 1873	Moses Moore	50	
June 4, 1873	James Maxwell	1 37	
Aug. 22, 1873	James W. Smith	12	22
Feb. 24, 1872	Thomas A. Dillahant	20	
Aug. 2, 1870	Alice O. Kane	89	
Mar. 23, 1870	New Berne Self-Supporting Association	40 00	40 00
Nov. 22, 1873	Rosanna Fisher	22	
Dec. 1, 1873	John W. Hill, jr	1 00	1 00
June 12, 1874	Aug. S. Seymour	40 00	40 00
		244 12	87 55
NEW ORLEANS BRANCH.			
Jan. 7, 1874	Mary Lockwood	2 17	
Apr. 25, 1874	Margaret Fischer	18	
Jan. 7, 1874	Marie Blanlien	22	
Apr. 1, 1874	E. J. Rellient	1 87	
Jan. 31, 1874	W. R. Wicker	1 00	
June 5, 1874	Jane Marshall	2 14	
June 10, 1874	Minerva Armatead	2 00	
June 26, 1874	Mrs. E. Lewis	75	
		10 33	
NEW YORK BRANCH.			
May 4, 1871	Priscilla Gray	2 60	
Aug. 19, 1873	Emery M. Johnson	45	
July 8, 1874	Emily A. Zuille	99 97	
Oct. 10, 1873	Emily F. Johnson	09	
Mar. 17, 1871	Ann E. Henderson	82	
Nov. 1, 1870	African Union Church	16 26	
July 24, 1871	Cora Butler	1 00	
Jan. 23, 1872	Henry and Winifred Harrison	30	
Dec. 27, 1870	Eugene Johnson	10 00	
Apr. 8, 1871	Levin Pully	30 00	
Nov. 1, 1870	J. W. Mars	09	
Mar. 5, 1873	Mary McKensie	50	
Jan. 18, 1871	Maria Tasheln	25	
Nov. 1, 1870	J. W. Bowers	266 61	

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
NEW YORK BRANCH—Continued.			
Aug. 9, 1872	Michael Clarke	\$0 40	
Dec. 9, 1873	Oscar Purdy	01	
Apr. 5, 1872	Nettie Healy	09	
July 26, 1873	Louis Debreaux, trustee	02	
Feb. 9, 1874	Charles Weaver	60	
Oct. 21, 1871	George H. Thomas	1,563 50	
May 12, 1874	Profit and loss	64 35	
July 22, 1873	Alice Green	10	
June 1, 1874	Andrew Coats	10	
Oct. 24, 1872	Maria Lamast	94	
May 21, 1874	John Rich & Co	02	
Nov. 18, 1873	Caroline M. Clute	50 45	
Apr. 25, 1874	Charles T. Meuzel	90	
		2,109 72	
NORFOLK BRANCH.			
Apr. 12, 1873	Alfred Selden	13 09	
Feb. 24, 1871	Albert Portlock	3 82	
June 30, 1874	A. D. Blake	13 85	
May 2, 1874	T. F. Paige, jr.	11 35	
June 4, 1874	Rev. William Lewis	5 02	
Mar. 16, 1873	Charles Gatewood	32	
Apr. 16, 1870	Jane Grinnell	1 00	
Nov. 10, 1873	} John D. Epps	110 75	
Mar. 12, 1874			
Feb. 20, 1874	John W. Barbour	2 40	
June 17, 1874	Castle C. Williams	89	
Mar. 11, 1874	Millie Smith	2 67	
Dec. 31, 1872	Andrew Williams	7 49	
June 30, 1874	Charles T. Barry	1 85	
May 20, 1874	Henry Martin	2 78	
June 24, 1873	John J. Hodges	5 82	
Jan. 13, 1873	Sarah Holland	1 85	
Jan. 17, 1874	Jordan Smith	3 00	
Oct. 3, 1872	C. L. Wyatt & Co.	17 15	\$10 95
	Error account, (balance of account)	371 53	
	Suspense account, (balance of account)	263 62	
Jan. 3, 1874	J. Lee Hopper, agent	25 70	
June 2, 1874	James E. Fuller, for "Daughters of Zion"	50	
		866 55	10 95
PHILADELPHIA BRANCH.			
Feb. 14, 1872	William W. Thomas	4 77	
Feb. 17, 1872	John Rollins	4 00	
Oct. 30, 1873	James W. Lavatt	75	
July 12, 1873	Daniel George	3 95	
		13 47	
RALEIGH BRANCH.			
Oct. 16, 1872	Edward Alexander	1 75	
Oct. 15, 1872	A. H. A. Brodie	124 37	
June 9, 1874	George W. Brodie	136 83	
May 16, 1874	Rufus Bryant	3 40	
	E. H. Blene	2 12	
Nov. 23, 1872	Lemuel Bryant	25	
May 7, 1873	Daniel Bryant	30	
Dec. 27, 1872	Dennis Brewer	35	
	James Burnett	15	
	J. D. Buncombe, (dead)	60	
May 13, 1873	J. R. Caswell	312 72	
	Mayant Curtis	4 68	
Feb. 17, 1872	Margaret A. Curtis	5 68	
	J. R. Caswell, agent	4 10	
	Betsy Clawson	1 00	
Jan. 12, 1874	R. S. Cotton	1 10	
May 23, 1873	P. D. Cotton	60	
Oct. 2, 1872	Nelson Dunston	10 10	
May 4, 1874	Gilbert Dielsens	15	
May 2, 1874	John Dickerson	2 85	
Apr. 28, 1874	Stewart Ellison	85	
Apr. 6, 1872	William Elliott	75	

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of over-drafts.	Name.	Amount.	Payments.
RALEIGH BRANCH—Continued.			
July 11 and 25, 1872.	Anthony Farrar.....	\$3 00	.....
June 27, 1872	Henry F. Farrar.....	75	.....
	Benjamin G. Green.....	05	.....
Apr. 23, 1872	Minerva Gaston.....	05	.....
	Rev. J. W. Hood.....	94 59	\$94 59
Jan. 6, 1874	Lemuel Hinton.....	11 00	.....
June 2, 1873	Samuel Hays.....	2 00	.....
Dec. 19, 1873	Mary J. Hardie.....	1 65	.....
Sept. 12, 1871	Elizabeth Harrison.....	12 64	.....
Apr. 29, 1873	Jacob C. Hinton.....	95	.....
O. t. 7, 1872	Jordan Hall.....	1 30	.....
May 2, 1874	J. C. L. Harris, treasurer.....	17 98	.....
	John Ivey.....	9 00	.....
Dec. 2, 1873	Carey Irvlin.....	19 90	.....
Oct. 7, 1872	David Lane.....	5 30	.....
	Francis Lansford.....	30	.....
Sept. 18, 1872	Lizzie Lindsay.....	50	.....
Oct. 22, 1872	Moses Lockhart.....	90	.....
Nov. 9, 1872	Charles Liggina.....	45	.....
Apr. 23, 1872	Maj. W. H. Martin.....	39 07	.....
May 7, 1874	William Mitchell.....	3 80	.....
July 21, 1873	Richard Merritt.....	6 07	.....
	Daniel Morgan.....	1 55	.....
Sept. 23, 1871	Rev. W. W. Morgan.....	4 59	.....
	Rev. Joseph Nicholas.....	64 69	.....
Dec. 26, 1873	A. J. McKinzie.....	8 35	.....
Sept. 27, 1872	W. D. Newson.....	05	.....
May 7, 1873	John O'Kelly.....	9 87	.....
May 6, 1872	Annie O'Kelly.....	44 65	.....
July 14 and 18, 1873.	Hubbard O'Kelly.....	1 05	.....
	Henry Patterson.....	9 75	.....
Feb. 6, 1872	George W. Price, jr.....	1 40	.....
Nov. 11, 1872	Mary A. Parker.....	1 82	.....
Sept. 23, 1871	Jerrie Petty.....	1 10	.....
June 4, 1873	Rosetta Pleasant.....	6 90	.....
May 13, 1874 and 21, 1872	Mary Page.....	26 36	.....
	Green Perry.....	2 87	.....
Dec. 8, 1873	Henry Pleasant.....	40	.....
Apr. 17, 1874	Charles Powell.....	40	.....
Mar. 12, 1874	R. L. Pettiford and John Manuel.....	9 70	.....
Apr. 10, 1873	W. H. Quirk.....	1 00	.....
Feb. 16 and 25, 1874.	Samuel Rayner.....	4 10	.....
Dec. 30, 1871	Oliver Roan.....	5 00	.....
May 6, 1873	Berry Richardson.....	60	.....
	John Steward.....	45	.....
	James Taylor.....	20	.....
Jan. 21, 1874	Jacinda Terrill.....	50	.....
Feb. 5, 1872	H. Upperman.....	3 82	.....
Nov. 1, 1873	Peter Upperman.....	26	.....
Feb. 18, 1873	W. T. Wright.....	46 42	.....
Feb. 5, May 30, 1874.	Mary A. E. Wright.....	3 25	.....
Dec. 27, 1871	Norval Williams.....	4 22	.....
	Robert Williams.....	5 63	.....
July 31, 1873	Caroline Whitaker.....	25	.....
	G. W. Williams.....	87	.....
	Frederick Yergin.....	75	.....
		1,096 13	94 59
RICHMOND BRANCH.			
June 18, 1874	Pricilla Banks.....	05	05
July 7, 1873	Elizabeth Goodhall.....	3 08	.....
Dec. 23, 1873	Cornelius Tyler.....	58	.....
May 29, 1874	Charles Jones.....	25	.....
Apr. 14, 1873	L. N. Petersen.....	11 25	.....
Sept. 1 and 27, 1873	William Troy.....	32 12	.....
Apr. 28, 1873	L. A. Fields & Co.....	1 00	.....
Dec. 24, 1873	Griffin Randolph.....	3 00	.....
June 27, 1874	John Oliver.....	5 70	.....
		57 03	05

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
SAINT LOUIS BRANCH.			
Jan. 20, 1871	Saint Louis Benevolent Society.....	\$0 95	
Nov. 26, 1870	Washington Simonds.....	25 00	
Sept. 20, 1873	Milton Peters.....	1 00	
Apr. 22, 1872	Mary Grant.....	5 00	
Nov. 30, 1870	Emanuel Gordon.....	75	
May 20, 1872	Eliza Scott.....	10 00	
July 15, 1871	A. H. Hodge.....	3 13	
July 8, 1871	Mark Smith.....	1 46	
Dec. 22, 1871	Louis Wilson Payne.....	50	
June 21, 1873	B. Franklin.....	7 03	
May 25, 1871	John F. Campion.....	145 00	
Nov. 9, 1872	Ellen Kennedy.....	1 85	
Dec. 20, 1872	Henry Johnson.....	3 70	
Sept. 26, 1871	Mary L. Craffey.....	75	
Feb. 14, 1874	Lucy Cooper.....	3 63	
May 7, 1872	Ben Lankford.....	1 00	
Dec. 21, 1871	Mason Walker.....	16 00	
Apr. 13, 1874	Cecelia Poston.....	5 78	
Nov. 10, 1873	Anna M. Smith.....	10 31	
Jan. 16, 1874	Sarah Wyatt.....	1 94	
Dec. 17, 1872	Lucy Ann Delaney.....	3 76	
July 11, 1872	Prince Burk.....	9 80	
Feb. 14, 1874	H. Washington.....	3 14	
Dec. 16, 1873	Frank C. Berry.....	12 52	
Apr. 22, 1874	J. M. M. Stokes.....	19 06	\$19 06
Mar. 7, 1874	Jennie Carter.....	15	
Apr. 8, 1873	Samuel Roberson.....	9 03	
May 12, 1873	John Reeder.....	1 75	
Oct. 17, 1873	Z. C. Brent.....	9 07	9 07
Nov. 10, 1873	Josie A. Brent, guardian.....	14 13	14 13
Aug. 22, 1873	James Scott.....	1 93	
July 1, 1874	William Dunning.....	5 79	
Oct. 20, 1873	Solomon Lane.....	4 79	
Aug. 16, 1873	Simon P. Anderson.....	1 97	1 97
Nov. 5, 1873	Lawton & Chilton.....	101 67	
June 19, 1874	James A. Johnson.....	10 00	
	Brooks and Brent, (balance on account).....	74 45	74 45
June 13, 1874	L. P. Clamorgan.....	30 67	
		558 46	119 68
SHREVEPORT BRANCH.			
Jan. 30, 1873	Samuel Fells.....	53	
Nov. 11, 1873	Kimler Austin.....	3 86	
Jan. 11, 1873	Samuel Jordan.....	05	
June 2, 1873	M. A. Walsh.....	15 00	
Sept. 23, 1873	C. C. Antoine.....	29 30	
Aug. 18, 1873	Harriet Clark, treasurer.....	6 60	
Feb. 8, 1873	Ellen Butcher.....	2 00	
Jan. 1, 1873	Dozia Webster.....	24	
Sept. 10, 1872	Helen Davis.....	50	
Jan. 14, 1874	Francis Parsons, (premium on coin).....	25 36	
April 9, 1874	Charity Williams.....	1 79	
	Harrison A. Vincent.....	18 40	
	Profit and loss, (balance of account).....	16 45	
May 6, 1873, } et seq. }	Oscar L. Van Corelen.....	135 90	
		255 98	
TALLAHASSEE BRANCH.			
Sept. 30, 1871	Miles Matthews.....	61	
Feb. 3, 1872	Peter Birney.....	20	
Nov. 20, 1872	John W. Wyatt.....	22	
		1 03	
VICKSBURG, MISS.			
Mar. 28, 1873	Gilbert Middleton.....	19 78	
Mar. 6, 1873, } et seq. }	Henry L. Williams.....	213 56	
May 17, 1873, } et seq. }	V. Zolinger.....	65 92	
May 7, 1874	John D. Beard.....	2 60	
	Memoranda account, (balance).....	11 55	

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

Date of overdrafts.	Name.	Amount.	Payments.
VICKSBURG, Miss.—Continued.			
Dec. 11, 1873	Sidney Brooks, J. P.	\$26 92	
May 6, 1874	Jas. W. Short	2 36	
	George M. Barber & Co., (balance of account)	213 52	
April 9, 1874	Sally Crosby	45 93	
June 17, 1872	Joseph McCloy	23 64	
Oct. 19, 1872	Weldon W. Edwards	40 00	
	J. L. Lake, Jr., (balance of account)	802 55	
May 1, 1874	A. B. Richardson, agent	4 13	
Jan. 12, 1874	Isaac Gotthelf	92	
Feb. 11, 1874	C. W. Bush	48 39	
Dec. 2, 1873	Milton Coates	5 79	
Mar. 25, 1874	Z. F. Dederick & Co.	8 08	
	R. Temple, (balance of account)	15 45	
June 17, 1874	Peter Crosby, sheriff	8 59	
July 9, 1874	B. A. Lee, (dead)	47 60	
June 20, 1874	Augustus Newton, jr	4 00	
June 2, 1874	Martha Porter	25	
June 19, 1874	James L. West	65	
		<u>2,204 23</u>	
BRANCH AT WILMINGTON, N. C.			
July 29, 1871	John Wester	42	
May 4, 1871	Elsie Cain	02	
Oct. 8, 1872	Collins Evans	1 75	
May 19, 1873	Caawell Ivy	40 00	
Dec. 13, 1872	Mary Hardy	19 08	
Jan. 4, 1873	Louisa Watkins	1 11	
July 1, 1872	Dick Chatam	26	
Jan. 8, 1873	Adam Brown	10 00	
Dec. 23, 1872	Charley Lowry	1 20	
April 28, 1874	Judy Payne	2 90	
Sept. 20, 1872	John B. Bulckin	178 93	
Sept. 7, 1872	James Harker	20	
Oct. 26, 1872	J. Bishop	5 00	
Sept. 14, 1872	W. H. Gerken	53 18	
Nov. 25, 1872	Henry C. McNeil	54	
Nov. 25, 1872	Francis Koney	2 00	
Sept. 25, 1872	Simon Richardson	11 50	
Dec. 2, 1872	L. E. Rice	14 89	
May 4, 1874	Laura Williams	7 02	
Sept. 18, 1873	J. M. Wise	3 80	
June 30, 1874	Eliza Holland	1 10	
Mar. 24, 1873	Charles Anderson	05	
Oct. 11, 1873	Nicholas Roane	04	
Nov. 25, 1872	J. O. Winants	37	
Dec. 12, 1872	George W. Price	1 19	
Oct. 24, 1873	Washington Hein	2 68	
Oct. 24, 1873	Emily Hall	2 62	
Aug. 2, 1873	H. H. Simmons	16 05	
Aug. 25, 1873	George Murray	15	
June 6, 1873	Wilmington Excelsior Club, No. 1	2 24	
June 26, 1873	D. M. Bine	13 04	
Aug. 14, 1873	John H. Smyth	260 86	\$260 86
April 20, 1874	George W. Price, ar	30 23	30 23
Oct. 3, 1872	V. D. Maoumber	2,016 69	50
July 14, 1873	Lewis Henry	2 50	
Jan. 7, 1874	W. H. Moore	57 35	
Feb. 13, 1874	J. Henry Butler	21 90	
	Error account	340 63	49 19
		<u>3,123 49</u>	<u>340 78</u>

RECAPITULATION.

Branch.	Overdrafts.	Payments.
Washington	\$17,758 92	\$5,113 95
Alexandria	149 36	
Atlanta	399 11	123 33
Beaufort	15,255 31	617 64
Columbus	192 27	

Statement of overdrafts of the Freedman's Savings and Trust Company—Continued.

RECAPITULATION—Continued.

Branch.	Overdrafts.	Payments.
Columbia.....	\$50 00	.....
Huntsville.....	118 09	.....
Jacksonville.....	1,305 59	.....
Lexington.....	12 73	.....
Lynchburgh.....	379 02	\$3 69
Louisville.....	334 25	20 24
Little Rock.....	38 41	23 41
Macon.....	114 44	.....
Memphis.....	16,706 50	431 07
Natches.....	730 40	.....
Nashville.....	33 70	.....
New Berne.....	244 12	87 55
New Orleans.....	10 33	.....
New York.....	2,109 72	.....
Norfolk.....	866 55	\$0 95
Philadelphia.....	13 47	.....
Raleigh.....	1,096 13	34 59
Richmond.....	37 03	05
Saint Louis.....	558 46	119 69
Shreveport.....	253 98	.....
Tallahassee.....	1 03	.....
Vicksburgh.....	2,204 23	.....
Wilmington.....	3,123 49	340 79
	64,047 94	6,984 93

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company.

Date.	Branch.	Object.	Amount.
1874.			
July 15	Washington.....	Printing call for pass-books.....	\$1 35
15	do.....	Car-fare for messenger.....	1 00
16	do.....	Car-fare for loan-clerk.....	50
16	do.....	Postage-stamps.....	4 01
16	do.....	Telegrams.....	2 04
17	do.....	Postage-stamps.....	3 00
20	do.....	Telegrams.....	2 79
20	do.....	Postage-stamps.....	1 05
20	do.....	N. Walker, repairs of locks and drawers.....	5 50
20	do.....	W. H. & O. H. Morrison, envelopes.....	1 00
20	do.....	Car-fare.....	79
20	do.....	Expressage.....	25
20	do.....	Postage.....	16
21	do.....	Telegrams.....	1 60
21	do.....	Expressage.....	90
22	do.....	Telegrams.....	1 98
22	do.....	L. H. Schneider, for hook and rake.....	1 35
23	do.....	Post-office box-rent.....	5 23
23	do.....	Telegrams.....	1 65
23	do.....	Plumbing.....	1 75
24	do.....	Expressage.....	9 25
24	do.....	Telegrams.....	1 25
24	do.....	Insurance on bank property.....	26 25
24	Atlanta.....	Rent of bank-office.....	25 00
24	do.....	Gartrell & Stephens, attorneys, professional services.....	25 00
24	do.....	Printing call for pass-books.....	10 50
24	Washington.....	Postage-stamps and oil.....	1 35
25	do.....	Expressage.....	13 75
27	Charleston.....	Printing call for pass-books.....	2 00
27	Washington.....	Expressage.....	7 00
27	do.....	Car-fare for messenger.....	53
27	do.....	Soap, 72 cents; red tape, 75 cents.....	1 47
28	do.....	Expressage.....	13 50
29	do.....	Telegrams.....	83
29	do.....	Expressage.....	40
30	do.....	do.....	3 50
30	do.....	Weygant, employed by officers of the company in examining branch books from May to July 10, 1874.....	233 33
30	do.....	Plumbing, \$4.17; expressage, \$2.60.....	6 77
30	do.....	Car-fare for messenger.....	50

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company—Continued.

Date.	Branch.	Object.	Amount.
1874.			
July 30	Richmond	Postage-stamps	\$3 00
30	do	Gas	2 28
31	do	Rent for quarter ending July 31, 1874.	126 75
31	Washington	Advertising in National Republican	35 75
Aug. 1	do	Repairing wheel-barrow	1 00
1	do	Subscription Washington Chronicle, by officers of the company.	75
3	Richmond	Janitor	3 00
3	Washington	Gas	23 25
3	Mobile	E. Thornhill, agent, for July, 1874.	40 00
3	do	Printing call for pass-books	11 05
4	Augusta	Post-office-box rent.	2 00
4	do	Printing call for pass-books	7 50
4	Louisville	Gas	4 26
4	Savannah	Rent of bank-office.	100 00
4	Baltimore	Janitor	6 00
4	do	Gas	4 50
5	Saint Louis	Printing call for pass-books	18 10
5	Wilmington	do	21 00
5	Alexandria	Rent of bank-office.	10 00
7	Richmond	Printing call for pass-books	6 25
8	Washington	Expressage	56 40
8	do	Fitch & Fox, advertising, incurred prior to failure of company	6 25
8	do	The Real Estate Directory of Washington, subscribed for by officers of the company.	8 00
8	do	One quart Carter's Ink	85
8	do	Car-fare and distributing handbills	35
8	do	Pens, \$2; ice, \$5.40; blank-book, \$1.50.	8 79
8	do	Telegram to Memphis	66
10	Louisville	Sprinkling streets, \$3; ice, \$3.	6 00
10	Saint Louis	Ice.	2 70
10	Nashville	Printing call for pass-books	4 00
10	Macon	do	13 00
10	Mobile	do	20 00
10	New Orleans	Rent of bank-building for July, 1874.	208 33
10	Atlanta	Judgment against Freedman's Savings and Trust Company	35 00
10	Washington	Repairing gate and railing, hauling, &c.	15 50
10	New Orleans	Stationery, \$3.50; gas, \$3.60; postage, \$3; ice, \$2.70	12 80
10	New York	Gas	11 27
10	do	Printing call for pass-books	11 20
10	do	Pens, \$1; car-fare, \$1.30; expressage, \$1.	3 30
10	do	Sprinkling streets	75
12	Washington	Expressage from Little Rock	5 05
12	New York	Rent of bank-building, July, 1874	166 67
13	Nashville	Plumbing	3 00
14	Wilmington	Coal-oil, newspaper subscription, and posting bills	6 70
15	Washington	Expressage, \$2.75; blank-books, \$18.50.	21 25
15	do	Printing call for pass-books	13 00
15	Augusta	Rent of bank-office	60 00
15	Wilmington	Petty expenses.	1 03
17	Lexington	Rent from June to September, 1874	175 00
17	do	Rent of vault-room from February 1 to August 3, 1874.	43 75
17	Wilmington	Rent	50 00
17	Norfolk	Rent for July, 1874	41 67
17	Lynchburgh	do	37 50
17	Wilmington	Ice, \$3; posting bills, 75 cents	3 75
17	Norfolk	Printing call for pass-books	5 00
17	do	Plumbing, \$1.30; gas, \$3.60; stationery, \$3.	6 90
17	do	Postage, \$2.25; ice, \$1; scavenger, \$2.15	6 40
17	Washington	Distributing notices to depositors, churches, &c	1 50
18	Beaufort	Printing call for pass-books	3 00
18	Lynchburgh	Gas	1 90
18	do	Ice, \$4.63; plumbing, \$4.62	9 25
18	Savannah	Repairs of office	53 25
18	Washington	Stamped envelopes	75 80
18	do	Car-fare, 70 cents; telegrams, \$5.72	6 42
18	do	Postage, \$3; expressage, 30 cents; stationery, \$7.65	10 95
18	do	Hoop-iron and lock	1 50
19	Natchez	Rent from July 21 to August 21, 1874.	50 00
19	Lexington	Printing call for pass-books	2 50
22	Washington	Scott & Johnson, lumber	28 59
22	do	Stationery	55 93
22	Richmond	Gas	1 43
22	Vicksburgh	do	1 35
24	Shreveport	Rent from June to July, 1874	100 00
24	do	Rent of post-office box	1 60
24	do	Stationery	4 15
24	Memphis	Rent for August, 1874	75 00
24	New Berne	Rent post-office box	2 35

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company—Continued.

Date.	Branch.	Object.	Amount.
1874.			
Aug. 24	Tallahassee	Printing call for pass-books	\$2 75
24	Louisville	Subscription to newspapers	3 05
24	do	Printing call for pass-books	15 75
24	do	Stationery	2 15
25	New York	Sheriff's fees	45 00
27	Washington	Advertising notice to depositors	14 25
27	do	Printing blanks, envelopes, and tablets	118 15
27	Little Rock	Rent July and August, 1874	60 00
28	Washington	Gas, \$45; printing checks, \$12.80	57 80
28	Augusta	Postage and stationery	5 79
Sept. 1	Saint Louis	Janitor	5 00
1	Richmond	do	3 00
1	Wilmington	do	5 00
1	Beaufort	Stationery	18 75
1	Washington	W. J. Wilson, commissions on rents collected	3 75
2	do	Washing towels, \$1; stationery, 50 cents	1 50
2	do	Court-fees Freedman's Savings and Trust Company vs. National Savings Bank.	13 00
2	do	Telegrams, \$4.69; car-fares, \$2.	6 69
2	do	Water-rent, \$6.25; notaries' fees, \$4.50	10 75
2	do	Twine, 30 cents; postage, \$1; stationery, \$3	4 30
2	do	Real-Estate Directory	12 00
2	do	H. Mason, engineer, labor putting in coal	4 25
2	do	Recording deeds	3 50
2	New York	Rent for August, 1874	166 67
2	do	Expressage, \$1.10; postage, 86 cents; car-fares, \$1.90	3 86
2	do	Printing call for pass-books	8 00
2	Raleigh	Rent for August, 1874.	50 00
2	Atlanta	do	25 00
2	New Berne	do	25 00
2	Mobile	do	250 00
2	Huntsville	Rent for May, June, and July	75 00
2	Lynchburgh	Rent for August, 1874	37 50
2	Saint Louis	Rent for September, 1874	60 00
2	Memphis	Gas	2 70
2	do	do	2 25
2	Washington	do	25 50
2	Wilmington	Postage-stamps	3 00
2	Saint Louis	Postage, \$1; cleaning bank, \$3.33	4 33
2	do	Ice, \$1; matches, 40 cents	1 40
2	Memphis	Postage-stamps	6 00
2	do	Moving furniture	3 00
3	Alexandria	Putting up posters	2 25
3	do	Printing call for pass-books	1 25
3	do	Rent for August, 1874	10 00
3	New York	Gas, \$2.47; janitor, \$10	12 47
3	Savannah	Printing call for pass-books	11 00
3	do	Ice, \$1; soap, 25 cents; portorage, 50 cents	1 75
3	do	Telegrams, 70 cents; sign-hooks, 40 cents	1 10
3	do	Spittoon, \$1.25; goblet, 25 cents	1 50
3	do	Key, 50 cents; cleaning bank, \$1.35	1 85
3	do	Furniture-polish	50
3	do	Distributing circulars	3 00
3	do	Wire window-guard	2 80
3	do	Matches, 30 cents; postage-stamps, \$1	1 30
3	do	Pens, 75 cents; pencils, 60 cents	1 35
3	Memphis	Moving safe, \$60; two signs, \$5	65 00
3	Wilmington	Rent for August, 1874	50 00
4	Norfolk	do	41 67
4	do	Gas, \$3.24; postage, \$6	9 24
4	Baltimore	Gas, \$3; matches, 25 cents; watering streets, \$1	4 25
9	Savannah	Gas	6 50
9	Lynchburgh	Printing call for pass-books	5 00
9	Saint Louis	Gas	1 65
9	New Orleans	Gas, \$2.40; ink, \$1	3 40
0	do	Ice, \$2.60; postage-stamps, \$3	5 60
12	Washington	Envelopes, \$3.63; rubber bands, \$2.50	6 13
16	Little Rock	Printing call for pass-books	14 40
16	Vicksburgh	Gas, \$1.35; ice, \$0 82	8 17
16	Raleigh	Stationery	6 65
16	Washington	A. M. Sperry, expenses to Alexandria, Baltimore, Philadelphia, New York, and return.	31 90
16	Alexandria	Charles Whittlesey, attorney, professional services	5 00
16	Raleigh	Gas	7 70
19	Vicksburgh	do	3 60
19	Lynchburgh	Ice	2 50
19	Washington	Envelopes	5 50
19	Norfolk	Printing call for pass-books	4 13
19	New Berne	Stamped envelopes	1 00

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company—Continued.

Date.	Branch.	Object.	Amount.
1874.			
Sept. 22	Richmond	Ice	\$3 23
22	Savannah	Printing call for pass-books	6 00
22	Little Rock	Expressage, \$16.60; 1 box, \$1	17 60
22	do	Rent to September 16, 1874	16 00
22	do	Railroad-fare to Memphis and return	17 00
22	do	Stamped envelopes	1 70
24	do	Drayage, &c., necessary in closing bank	1 41
24	Natchez	Rent from August 21 to September 21, 1874	50 00
24	Alexandria	Hauling books	3 25
24	Washington	Constable's fees in removing tenant	5 00
24	do	Daily Republican for branches	1 03
24	do	Ice, \$5.20; washing towels, \$3.93	9 13
24	do	Recording deeds	3 00
24	do	Feather-duster	2 00
24	do	Broom, 50 cents; postage and car-fare, \$4	4 50
24	do	Postage, \$3.30; telegrams, \$9.62	13 12
30	Memphis	Rent for September, 1874	20 00
30	New Berne	do	25 00
30	Washington	Stationery	8 75
30	Savannah	Rent for August, 1874	100 00
30	Saint Louis	Rent for October, 1874	60 00
30	do	Printing call for pass-books	1 10
30	do	Cleaning bank, \$7.50; postage, \$3.50	11 00
30	Baltimore	Gas	4 50
30	Washington	do	31 76
Oct. 2	Augusta	Rent for quarter ending September 30, 1874	125 00
2	Washington	Postage-stamps, \$37; washing towels, \$3.30	40 30
2	do	Moving furniture from Alexandria	1 00
2	do	Expressage, 90 cents; nails, 34 cents	1 24
2	do	Binding Real-Estate Directory	4 50
2	do	Candles for engineer	25
2	do	W. Dangerfield, labor	4 00
2	do	Recording deeds	3 00
2	do	Moving safe from Alexandria	8 00
5	Augusta	Gas	50
5	Shreveport	Rent for August and September, 1874	100 00
5	do	Printing call for pass-books	44 00
5	do	Stationery, \$3.90; ice, \$4.60	8 70
6	New Berne	Stamped envelopes	2 00
6	Alexandria	Rent for September, 1874	10 00
6	Washington	Printing schedules	25 75
6	New York	Rent for September, 1874	168 67
6	Louisville	Postage-stamps, \$2.35; watering streets, \$3	5 35
6	do	W. W. Gibson, clerical services	11 46
6	Richmond	Ice	1 95
6	Lynchburgh	Rent for September, 1874	37 50
6	Washington	Stationery	19 00
6	Norfolk	Rent for September, 1874	20 83
6	do	Gas, \$4.32; postage, \$3.50	7 82
6	New York	Petty expenses for September, 1874	18 87
6	do	Gas	1 37
6	Washington	Ice	5 20
6	Beaufort	B. S. Sams, watchman's services	22 50
6	do	W. H. Lockwood, expenses of traveling	18 55
6	Nashville	City Directory	3 00
6	Washington	John H. Cook, attorney, legal services	35 00
6	Huntsville	Stationery	80
6	Atlanta	Taxes	4 67
6	Savannah	Ice, \$1; postage, \$4.39	5 39
6	do	Distributing circulars	3 00
6	Beaufort	Postage	7 71
6	Wilmington	Oil	3 00
8	Washington	A. M. Sperry, to Baltimore and return	2 51
8	do	Real-Estate Directory	4 00
8	New Orleans	Rent for August and September, 1874	416 66
8	Savannah	Rent for September, 1874	100 00
8	Louisville	Postage, \$1; putting in glass, \$7	8 00
8	do	Watering streets	3 00
8	New Orleans	Watering streets, \$1; gas, \$4.50	5 50
12	Washington	A. B. Duvall, attorney, abstract of title to property of Maryland Mining and Manufacturing Company.	50 00
16	Louisville	Rent for July, August, and September, 1874	125 00
27	Washington	Stationery	4 75
22	Natchez	Rent, September 21 to October 31, 1874	66 65
28	Lexington	Rent for October, 1874	40 00
28	do	Rent of post-office box	8 85
28	do	Advertising sale of furniture	2 00
28	do	Printing call for pass-books	13 50
28	do	Commissions on sale of furniture	3 00

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company—Continued.

Date.	Branch.	Object.	Amount.
1874			
Oct. 28	Atlanta.....	Rent for October, 1874.....	\$50 00
28	Natchez.....	Advertising.....	2 85
28	New Berne.....	Rent for October, 1874.....	25 00
28	Columbus.....	Printing call for pass-books.....	13 00
28	Washington.....	do.....	48 75
28	Nashville.....	do.....	13 00
28	Wilmington.....	do.....	20 00
28	Augusta.....	do.....	24 00
28	Mobile.....	do.....	21 00
28	Baltimore.....	do.....	68 25
28	Philadelphia.....	do.....	29 70
28	New York.....	do.....	56 00
30	Natchez.....	do.....	7 50
30	Macon.....	Rent for quarter ending September 30, 1874.....	92 50
30	Richmond.....	Rent for quarter ending October 30, 1874.....	125 00
30	Huntsville.....	do.....	75 00
30	Washington.....	Stationery, \$8.75; expressage, \$37.95.....	46 70
30	do.....	Telegrams, \$7.20; post-office-box rent, \$5.28.....	12 48
30	do.....	Stamped envelopes.....	16 90
30	do.....	Mucilage, 75 cents; stationery, \$2.12.....	2 87
30	do.....	Screws for engineer.....	15
30	do.....	Telegrams and postage.....	5 00
30	do.....	Postage and car-fare.....	5 00
30	do.....	W. H. Gibson, collecting salary-vouchers.....	3 00
30	do.....	Repairs on boiler.....	1 50
30	do.....	Postage-stamps and car-fare.....	2 00
30	do.....	Repairing register.....	85
30	do.....	Taxes on property sold Horan.....	19
30	Little Rock.....	Printing call for pass-books.....	37 50
30	Saint Louis.....	Janitor's services, postage, &c.....	19 65
30	New Orleans.....	Telegrams and stationery.....	9 85
31	Lynchburgh.....	Taxes on personal property.....	20 00
31	do.....	Advertising sale of furniture.....	3 87
31	do.....	Commissions on sale of furniture.....	8 43
Nov. 2	Washington.....	Gas.....	39 75
2	Beaufort.....	W. H. Lockwood, agent, traveling expenses.....	17 70
2	do.....	Telegrams, \$1.40; protest fees, \$2.10.....	3 50
2	do.....	Expressage on books to Charleston and Beaufort.....	1 00
2	do.....	Recording deed.....	2 50
2	Wilmington.....	Janitor.....	5 00
2	Macon.....	Postage, ink, gas, water, and expressage.....	12 08
2	Lynchburgh.....	Gas, \$2.80; rent, \$37.50.....	40 30
2	do.....	Printing call for pass-books.....	18 00
2	New Orleans.....	Rent for October, 1874.....	208 33
3	New Berne.....	Postage and post-office-box rent.....	6 00
3	do.....	Cleaning office, shipping books, &c.....	9 70
3	Baltimore.....	Gas, \$2.70; coal, \$14.....	16 70
3	Richmond.....	Janitor.....	3 00
3	Mobile.....	Rent for quarter ending October 31, 1874.....	250 00
3	Tallahassee.....	Postage, \$9.83; box and drayage, \$1.50.....	11 33
3	Savannah.....	Rent for October, 1874.....	100 00
3	Raleigh.....	Rent for post-office box.....	2 05
3	do.....	Printing call for pass-books.....	25 50
3	New Berne.....	do.....	15 00
3	do.....	Advertising sale of safe.....	1 00
3	Saint Louis.....	Rent to November 15, 1874.....	30 00
3	Richmond.....	Packing-boxes.....	1 15
3	do.....	Rent in full under lease.....	141 00
3	Washington.....	Law Reporter.....	1 25
3	do.....	Expressage.....	151 25
3	do.....	Telegrams, \$3.65; exchange, 10 cents.....	3 75
3	do.....	Repairing clock.....	4 00
3	do.....	Washing towels.....	3 00
3	do.....	Oil for engineer.....	25
6	Raleigh.....	Rent for September and October, 1874.....	50 00
6	do.....	Gas.....	8 40
6	do.....	Printing handbills.....	1 25
6	Nashville.....	Postage.....	1 30
6	Huntsville.....	do.....	1 15
6	Savannah.....	Drayage on safe.....	25 00
6	do.....	11 yards bagging for covering safe.....	3 20
6	do.....	Insurance on safe.....	4 00
6	do.....	Wrapping-paper, coal, twine, nails, &c.....	6 15
6	Washington.....	Printing checks.....	18 40
7	Atlanta.....	Expense attending close of branch.....	3 00
9	New York.....	Gas.....	110 00
9	Richmond.....	Printing call for pass-books.....	18 00
9	Alexandria.....	Rent in full under lease.....	50 00
9	do.....	Fields Cook, agent, to secure release of lease.....	5 00

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company—Continued.

Date.	Branch.	Object.	Amount.
1874			
Nov. 10	Raleigh	Stationery	\$0 85
10	Beaufort	Repairs to office	28 43
10	do	Advertising notice to depositors	14 00
10	Vicksburgh	Gas	4 95
10	New York	do	5 40
10	Norfolk	Rent for October, 1874	90 00
10	do	Advertising notice to depositors	27 00
10	do	Postage	5 00
10	do	Packing-cases, drayage, &c	3 75
10	Washington	Expressage	162 70
10	do	Postage and telegrams	1 50
10	do	Ice, \$2.70; recording deed, \$2	4 70
11	Alexandria	Advertising notice to depositors	12 00
11	Louisville	do	67 95
11	do	Gas	2 16
13	Atlanta	Rent, 15 days	12 50
13	do	Expenses incident to closing branch	2 00
13	Lynchburgh	Pane of glass	3 00
13	Norfolk	Balance of rent for October, 1874	83
13	Wilmington	Post-office-box rent	1 54
13	do	Advertising notice to depositors	7 00
13	Atlanta	Postage	1 03
13	Nashville	Lawrence & Peabody, attorneys, retainer	110 00
16	Wilmington	Expense incident to closing branch	11 72
16	Washington	Freight on safes from Augusta, Raleigh, and Savannah	79 42
16	Baltimore	Postage, \$1.72; taxes on furniture, \$3.27	4 99
16	Columbus	Rent to January 1, 1875	50 00
17	Natches	Packing-boxes	1 50
19	Macon	Final rent	92 50
19	Wilmington	Moving safe	35 00
19	do	Covering safe	75
19	Washington	Judgment against Freedman's Savings and Trust Company	30 00
19	do	Expressage	118 15
19	do	Telegrams, \$3.40; twine, 50 cents	3 90
19	do	Recording deeds	11 50
19	do	Acknowledgments	3 41
19	do	Freight, \$9.95; stamped envelopes, \$11.70	21 65
20	New Orleans	Expenses incident to closing branch	11 00
21	Columbia	do	45
23	Vicksburgh	Recording deed of trust	1 55
23	do	Repairing gutter	1 45
23	do	Packing-boxes and drayage	12 00
24	Mobile	Packing-boxes, drayage, and telegrams, registered letters, &c	10 60
24	do	Freight on 3 cases to Washington	38 25
24	do	C. W. Raper, attorney's fees, case of P. Josephs vs. Freedman's Savings and Trust Company.	10 00
24	do	Judgment against Freedman's Savings and Trust Company.	110 86
25	New York	Plumbing, \$1; carpenter's bill, \$3.70	4 70
25	do	Moving furniture	15 00
25	do	E. C. Hyde, book-keeper, 1 day	4 00
25	do	H. Montgomery, assistant book-keeper, 13 days	26 00
25	do	Twine and chalk, 3¢ cents; packing-boxes, \$6.60	6 96
25	do	Labor sundry persons, incident to closing branch	8 50
25	do	Expenses incident to closing branch	12 29
25	New Berne	Badger & Devereaux, attorneys, check No. 1662, sent them in lieu of prosecution bond in case of Freedman's Savings and Trust Company vs. C. A. Nelson et al., (to be returned on termination of suit.)	300 00
25	Saint Louis	Janitor	3 75
25	do	Packing-boxes and other expenses incident to closing branch	14 10
25	Baltimore	Kindling-wood, \$3.75; gas, \$1.38	5 13
23	Charleston	Postage, 87 cents; gas, \$5.42	6 29
23	do	Advertising notice to depositors	3 50
23	do	Drawing lease of building	2 50
23	do	Packing-boxes and other expenses incident to closing branch	8 30
23	do	Protest fees	2 10
23	Washington	Stationery bill of J. L. Kervand against Freedman's Savings and Trust Company, taken in part payment of loan.	426 45
30	Macon	Advertising notice to depositors	37 00
30	Huntsville	do	1 00
30	Washington	J. H. Cook, attorney, professional services	43 50
Dec. 3	Macon	Costs in case Commissioners of Bibb County, Ga., vs. Commissioners Freedman's Savings and Trust Company.	7 50
3	Washington	Gas	34 50
3	Richmond	Postage	1 00
3	Savannah	Advertising notice to depositors	30 00
3	Huntsville	Traveling expenses of E. P. Pierce, agent	23 20
3	Vicksburgh	do	27 00

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company—Continued.

Date.	Branch.	Object.	Amount.
1874.			
Dec. 5	Shreveport	Rent for October, 1874.	\$50 00
5	do	Expenses incident to closing branch.	28 25
8	Nashville	Packing-box	1 00
8	Norfolk	Postage, \$1; material, &c., to move safe, \$5.50.	6 50
8	Louisville	Rent for October and November, 1874	83 34
8	Jacksonville	Glazing, \$10; gas, \$6.48; janitor, \$8.10	24 58
8	do	Advertising sale Sea Island Hotel.	5 00
11	Vicksburgh	Stove-pipe.	6 50
11	New Berne	William Steward, agent, traveling expenses to Raleigh, in Nelson case.	23 40
18	Washington	Expressage, \$121.65; stationery, \$6.90.	128 55
18	do	Washing towels, \$3; telegrams, \$12.33.	15 33
18	do	Acknowledging and recording deeds	7 50
18	do	Congressional Globe.	4 25
18	do	Postage and car-fare, \$2; candles, 25 cents.	2 25
18	do	Postage, \$9; ice, \$2.40.	11 40
18	do	Hatchet, 80 cents; stamped envelopes, \$11.70.	12 50
18	do	Labor handling boxes	2 00
18	do	Justice's fees, case Freedman's Savings and Trust Company <i>vs.</i> Bennett.	4 00
23	do	W. H. Lockwood, agent, traveling expenses to Jacksonville, Tallahassee, Charleston, Columbia, and Washington.	178 75
23	do	Expressage, \$1.75; soap, \$1	2 75
23	do	Sponge, 50 cents; stationery, 37 cents.	87
23	do	Scrubbing-brush, soda, &c.	1 55
24	Shreveport	J. W. Purnell, agent, traveling expenses	231 25
24	Savannah	Costs in attachment cases.	27 77
26	Charleston	Postage	2 88
26	Tallahassee	Advertising notices to depositors	10 50
26	Washington	Expressage, \$11.90; stationery, \$4.40; oil, 50 cents	16 80
29	Baltimore	Ice, \$9.42; coal, \$11.90; postage, &c., \$1	24 42
30	Washington	Postage, \$2; gas, \$33.75	35 75
31	Vicksburgh	E. P. Pierce, agent, traveling expenses, &c., incident to closing branch.	57 00
31	Washington	Justice's fees, Freedman's Savings and Trust Company <i>vs.</i> Bennett.	2 00
31	do	Justice's fees, Freedman's Savings and Trust Company <i>vs.</i> Gauroski.	2 00
31	do	Acknowledgments	2 00
31	do	Scrubbing and cleaning office	4 17
31	do	Expressage	45
1875.			
Jan. 2	do	Twine, 60 cents; stationery, \$36.50	37 10
2	Huntsville	Postage-stamps, 50 cents; envelopes, 30 cents	80
2	do	Stationery, 70 cents; ink, 20 cents	90
2	do	Rent of post-office box	25
2	Washington	Expressage	2 00
4	Macon	do	19 35
4	do	Commissions on sale of furniture	34 10
6	Washington	Rent of post-office box	4 00
6	do	Telegram, \$1.77; stationery, 40 cents	2 17
6	do	Cleaning carpets	30
6	Atlanta	Stationery, \$1; printing circulars, \$3.75	4 75
6	Macon	Packing-boxes, \$1; drayage, \$2	3 00
6	do	Attorney's fees in settling claims and removing fixtures	25 00
6	do	Postage	09
9	Washington	Ice, \$2.60; washing towels, \$3	5 60
9	do	Petty expense	1 50
13	do	Stationery, \$2; postage and car-fare, \$2	4 00
13	Philadelphia	Packing-box, \$5; drayage, \$1.50.	6 50
13	do	Labor attending the closing of branch.	5 00
13	do	Expressage on schedules	1 11
13	Washington	Expressage on box from Philadelphia.	3 75
14	Louisville	Expenses incident to closing branch	5 00
15	Washington	Transcript of judgment.	90
16	do	Printing schedules, notices, &c.	119 50
16	Louisville	Rent for December, 1874	41 67
18	Washington	A. M. Sperry, traveling expenses to Atlanta in case Freedman's Savings and Trust Company <i>vs.</i> Corey.	137 45
18	Tallahassee	Expenses attending sale of furniture	9 55
19	Washington	Expressage, 25 cents; stationery, \$3.50	3 75
19	do	City Directory	5 00
21	do	Stamped envelopes	16 40
21	do	Water-tax	15 00
22	do	Expressage	75
23	do	Expressage, 75 cents; feather-duster, \$4.	4 75
25	Wilmington	Rent, release of lease, compromise	500 00
25	Washington	Protest fees, \$10.11; expressage, 75 cents	10 86
25	do	Freight on sales from Wilmington, Norfolk, and Augusta.	76 70

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company—Continued.

Date.	Branch.	Object.	Amount.
1875.			
Jan. 25	Augusta	Painting safe	\$5 00
25	Norfolk	Repairing and moving safe	17 00
26	Philadelphia	Expense incident to closing branch	01
28	Washington	W. J. Wilson, justice of peace, legal services	6 20
Feb. 2	do	Pencils, 50 cents; expressage, 75 cents; ice, \$2.60	3 85
2	do	Blank-books, \$3.25; gas, \$49.25	52 50
2	Huntsville	Stationery, 80 cents; post-office-box rent, 25 cents	1 05
5	Beaufort	Clerk's fees in cases of Sharp, Collins, Holmes, Bollman Brothers, and Kingman.	6 50
5	do	Postage-stamps, \$4.41; post-office-box rent, \$1.50; stationery, \$1.	6 91
5	do	W. H. Lockwood, agent, traveling expenses to Columbia, S. C.	59 90
6	Washington	Washing towels, \$3; expressage, \$2.05	5 05
6	do	Recording deeds, \$6; postage, \$2	8 00
10	do	Recording deed	1 50
10	do	Advertising sale of property	3 38
11	do	Telegrams and car-fares, \$2.47; expressage, \$6.70	9 17
11	Baltimore	Cleaning furnace, \$2; sweeping, 50 cents	2 50
12	Washington	Expressage, \$1.65; matches, 30 cents	1 95
12	do	Postage and car-fares, \$2.10; screws, 20 cents	2 30
12	do	Recording deeds, \$1.50; stationery, \$4.05	5 55
15	do	R. J. Fleming, repairs, credit given on account of his indebtedness.	565 61
18	do	Expense attending collection St. Clair Davis's note	15
19	do	Ledger, \$20; stationery, \$1.75	21 75
19	Atlanta	Drayage	1 50
19	Saint Louis	Advertising notice to depositors	10 30
19	Philadelphia	do	20 00
20	Washington	Awning	70 50
20	do	Taking down, hauling and storing awning	6 50
20	do	Expressage, \$4.35; telegrams, \$2.83	7 18
20	do	Acknowledgments, \$2.50; soap, 80 cents	3 30
20	do	Car-tickets, \$1; mouse-trap, 35 cents	1 35
26	do	Printing checks	18 40
26	do	Costs in case Freedman's Savings and Trust Company vs. Mather, recorder.	16 25
27	do	Postage-stamps	20 50
March 1	Beaufort	W. W. Lockwood, agent, traveling expenses, Columbia, S. C.	55 35
1	Charleston	Postage	2 63
5	Washington	Gas, \$40; ice, \$2.40; postage, \$27.70	70 10
5	do	Washing towels, \$3; exchange, 25 cents	3 25
11	do	Keys and repairs on property of company	10 30
11	Atlanta	Costs in suit on bond of P. D. Corey	25 00
11	Washington	Acknowledgments	1 00
11	do	Justice's fees Freedman's Savings and Trust Company vs. Thomas W. Chase.	2 00
11	do	Postage and car-fare	14 68
13	do	Printing and tablets	13 00
13	do	Court-costs suit Freedman's Savings and Trust Company vs. W. S. Huntington.	62 50
April 24	New Berne	Storage, &c. of safe	7 68
1	Washington	Telegrams, \$3.73; stationery, \$3.95	2 50
1	do	Car-fare, \$1; acknowledgments, \$1.50	6 00
1	do	Recording deeds, \$3; justice's fees, \$3	1 25
1	do	Law Reporter to January, 1875	44 00
1	do	Wire, oil, and candles, 75 cents; gas, \$43.25	3 00
7	do	Washing towels	1 25
7	do	Law Reporter to March 31, 1875	6 75
7	do	Rent post-office box, \$4.05; ice, \$2.70	5 00
8	do	Carrriage-hire attending sale of real estate in county	4 25
8	do	Telegrams, \$1.25; pens, \$3	8 00
8	do	Recording deeds, \$7.50; notaries' fees, 50 cents	2
8	do	Purchase of Evening Star containing advertisement of Barker sale.	4 25
8	do	Stationery	4 12
16	Beaufort	Rent post-office box	110 60
16	do	W. H. Lockwood, agent, traveling expenses to Jacksonville and Charleston.	6 80
16	Washington	Expressage, \$6.50; car-fare, 30 cents	2 00
16	do	Recording deed, \$1.50; spittoon, 50 cents	3 50
16	do	Stationery	1 85
17	Charleston	Removing fixtures, \$1; postage, 85 cents	7 50
24	Washington	Expressage on books to Beaufort, S. C.	120 55
29	Jacksonville	Robert Purvis and A. M. Sperry, traveling expenses	47 25
May 6	Washington	Gas, \$42.25; printing briefs, \$5	8 50
6	do	Washing towels, \$3; ice, \$2.60; telegrams, \$2.90	16 25
6	do	Tablets and blank-books	1 50
7	do	Acknowledgments, 50 cents; stationery, \$1	1 35
7	do	Recording deed, \$1; car-fare and oil, 55 cents	

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company—Continued.

Date.	Branch.	Object.	Amount.
1875.			
May 11	Beaufort	Robert Purvis and A. M. Sperry, traveling expenses	\$195 10
14	Washington	Acknowledgments to declarations in sundry cases	7 00
14	do	Stamped envelopes	27 70
19	do	Acknowledgments, \$1.50; expressage, 65 cents	2 15
19	do	Car-fare, 12 cents; candles, 25 cents	37
19	do	Stationery, \$5.95; soap, 80 cents	6 75
19	do	Removing stove from Attorney-General's office	1 00
22	do	Stationery	11 00
22	New York	Procuring copy of a bond	2 28
22	do	Moving safe to Herring & Co.'s warehouse	30 00
22	Washington	Judgment of B. Milburn vs. Freedman's Savings and Trust Company.	62 37
26	do	Stationery	8 25
June 2	do	Expressage, \$3.90; acknowledgments, \$2.50	6 40
2	do	Car-fare, 25 cents; telegrams, \$4 60	4 85
2	do	Washing towels, \$3; exchange, 75 cents	3 75
2	do	Packing-box, \$1; ice, \$2.60	3 60
4	do	Gas, \$26; stationery, \$3.50	29 50
4	do	Labor repairing coal-vault	19 50
12	do	Acknowledgments, \$1.75; recording deeds, \$3.25	5 00
12	do	Expressage, 50 cents; car-fare, 65 cents	1 15
12	do	Freight on radiator	25
12	do	Stationery, \$1; matches, 10 cents	1 10
12	do	Telegrams to Mobile and Jacksonville	3 25
12	do	Hardware for engine	72
14	do	Stationery, \$22; blank-books, \$5	27 00
14	do	A. M. Sperry, traveling expenses to Mobile and return as witness in case Freedman's Savings and Trust Company vs. Woodward.	157 75
23	Savannah	Costs attachment-suits	28 00
30	Washington	Washing towels	3 00
July 8	do	Acknowledgments, \$2; car-fare, 44 cents	2 44
8	do	Oil for boiler, 50 cents; list of tax-sales, 10 cents	60
8	do	Towels, \$2.68; stationery, \$2.45	5 13
8	do	Certificate clerk of court, Jacksonville, Fla.	1 00
8	do	Rent post-office box, 67 cents; expressage, \$2.50	3 17
8	do	Costs case Freedman's Savings and Trust Company vs. Perkins.	1 00
7	Jacksonville	W. H. Lockwood, agent, traveling expenses	68 10
7	Beaufort	Subscription to fund to defend tax-titles	37 50
9	Washington	Gas, \$13.52; printing, \$2.55; ice, \$2.60; postage, \$5	23 67
12	Memphis	E. P. Pierce, agent, traveling and other expenses	100 00
13	Washington	Taking down awning	17 00
20	do	Stationery	2 25
29	do	Rent post-office box	4 22
29	do	Justice's fees case Freedman's Savings and Trust Company vs. F. F. Lee.	1 70
31	do	Gas	10 75
Aug. 3	do	Washing towels	3 00
3	do	Broom and scrubbing-cloth	1 95
11	do	Postage-stamps, \$21.50; ice, \$2.60	24 10
24	Beaufort	Commissions on sale of Warrock lots	150 00
26	Washington	Removing ashes, \$2.25; car-fare, \$1.50	3 75
26	do	Acknowledgments, 80 cents; expressage, \$1	1 80
26	do	Rivets, 10 cents; file, \$1; telegrams, \$2.36	3 36
26	do	Oil and matches, 65 cents; stationery, \$5.35	6 00
26	do	Fare to Alexandria	95
Sept. 7	do	Gas, \$12; repairing wheelbarrow, 55 cents	12 55
7	do	A. M. Sperry, expenses to Baltimore and return	7 58
7	do	Expenses attending sale of Trooke property	70
7	do	Car-fare, 25 cents; washing towels, \$3	3 25
7	do	Expressage, 30 cents; telegrams, \$1.39	1 69
7	do	Expressage	2 70
7	do	Car-fare, 95 cents; stationery, \$2.50	3 45
11	do	Ice, 10 cents; nails, 10 cents; coal-chute, \$1.50	1 70
11	do	Acknowledgments, 50 cents; stationery, \$2.45	2 95
11	do	Inspecting coal	3 10
11	do	Recording mortgage at Jacksonville	2 00
11	Beaufort	W. H. Lockwood, agent, traveling expenses to Washington and Charleston.	46 20
16	Washington	Stationery, 60 cents; postage-stamps, \$15	15 60
16	do	Cour Purvis and A. M. Sperry, expenses in visiting property.	5 10
Oct. 2	do	Ice, \$2 60; washing towels, \$3; gas, \$15	20 10
2	do	Stationery, \$36; postage-stamps, \$27.70	63 70
6	do	Stationery, \$1.15; expressage, \$4.25	5 40
6	do	Telegrams, \$3.93; car-fare, \$1.15	5 08
6	do	Rat-trap, 55 cents; matches, 25 cents	80
6	do	Files and candles for engineer	35

1.—Statement of the ordinary expenses of the commissioners of the Freedman's Savings and Trust Company—Continued.

Date.	Branch.	Object.	Amount.
1875.			
Oct. 6	Washington	Soap, 25 cents; acknowledgments, \$5	\$5 25
8	do	Blank-books, \$30; ice, \$3.10	33 10
8	do	Acknowledgments	2 50
8	do	Printing checks	690 00
20	do	Stationery, \$10; post-office-box rent, \$4.39	14 39
30	do	Transcript of judgment and pleadings	4 10
30	do	Feather-duster, \$3; pencils, \$1	4 00
30	do	Expressage, \$3.50; repairing door, \$2	5 50
30	do	Rubber bands, \$7.50; washing towels, \$3	10 50
30	New Berne	William Steward, expense attending Nelson trial	50 00
Nov. 1	Beaufort	W. H. Lockwood, agent, traveling expenses to Charleston and Jacksonville and return.	116 21
9	Washington	Postage, \$58; gas, \$35	96 00
9	do	Ice	2 60
13	do	Expressage	1 25
15	do	Expressage, \$6.40; car-fare, \$2.65	11 05
15	do	Soap, 13 cents; telegrams, \$3.33; pins, 50 cents	3 96
15	do	Stationery, \$1.45; pencils, 75 cents	2 20
15	do	Rubber bands, \$4.10; lamp-chimneys, 90 cents	5 00
15	do	Revenue-stamps, 50 cents; envelopes, \$5	5 50
15	do	Acknowledgment, 50 cents; mucilage, 20 cents	70
20	do	Envelopes for pass-books	19 78
20	do	Postal cards, \$10; expressage, \$7.35	17 35
20	do	Postage, \$25; expressage, \$25.60	50 60
27	do	Ink, 60 cents; wrapping-paper, \$1.50	2 10
30	do	Expressage, \$1.95; car-fare, 95 cents	2 90
30	do	Telegram, \$1.85; acknowledgment, \$1	2 85
30	do	Soap, 80 cents; stationery, \$4.50; washing towels, \$3	8 30
Dec. 8	Beaufort	W. H. Lockwood, agent, traveling expenses to Jacksonville and return.	37 25
9	Washington	Gas, \$50; postage, \$16.40; stationery, \$15.85	82 25
9	do	Postage, \$27; wood, \$6; printing, \$46	81 00
9	do	William Steward, expenses to Raleigh and return, trial C. A. Nelson.	63 97
9	do	Expressage, \$36.55; pens, \$1	37 55
9	do	Congressional Record	10 00
13	do	Expressage, \$8.55; telegrams, \$3.25	11 80
13	do	Postage-stamps, \$1; car-fare, 75 cents	1 75
13	do	Repairs to bank-building	1 50
13	do	Candles, 25 cents; stationery, \$4.70; flue-rod, \$2.25	7 90
13	do	Proving claim against Jay Cooke & Co	1 50
17	do	Postage	40 00
27	do	Ice, \$2.50; expressage, \$49.15; postage, \$30	81 65
1876.			
Jan. 10	do	Expressage, \$6.80; car-fare, \$1	7 8
10	do	Telegrams, \$1.73; stationery, \$2.75	6 40
10	do	Copper wire, 55 cents; nails and oil for engineer, 40 cents	98
10	do	Money-order, 50 cents; broom, 40 cents	85
10	do	Washing towels, \$1.50; recording deeds, \$1.50	3 00
10	do	Envelopes, 80 cents; gas, \$50.25; ice, \$2.60	53 60
10	do	City Directory, \$5; grate, \$3.50	8 55
10	do	Expressage	36 80
26	New York	Storage of safe	16 00
26	Washington	Stationery, \$8.50; postage-stamps, \$26	34 50
26	do	Expressage, \$9.15; pencils, \$2	11 19
31	do	Commissioner Purvis, traveling expenses to Columbia, S. C., and return.	72 55
			17,344 98

RECAPITULATION.

Rents, including sums due at the time of failure of company	\$5,171 84
Traveling expenses	2,032 12
Stationery	576 23
Expressage	1,212 28
Postage and telegrams	800 32
Printing and advertising	2,102 00
Gas	741 41
Attorneys fees	293 50
Judgments, court-fees, &c	1,399 19
Miscellaneous	3,016 70
	17,344 98

2.—Statement of salaries paid by the commissioners of the Freedman's Savings and Trust Company.

Date.	Name.	Branch.	Position.	Amount.
July 21, 1874	F. Douglass	Washington	President	\$83 33
July 22, 1874	A. M. Sperry	do	Agent	118 05
	C. H. Jones	do	Messenger	34 00
	C. A. Fleetwood	do	Clerk	56 67
	H. S. Nyman	do	do	56 67
	Thomas S. Boston	do	do	56 67
	A. F. Hill	do	do	42 50
July 23, 1874	William J. Wilson	do	do	56 67
	William E. Bruce	do	Messenger	6 00
	E. A. Wheeler	do	Clerk	56 67
	G. W. Clapp	do	do	56 67
	G. H. Bruce	do	Watchman	31 17
	W. E. Augusta	do	Clerk	56 67
	G. W. Stickney	do	Agent	141 66
July 24, 1874	S. C. Johnson	Atlanta	do	42 50
	W. G. Craig	do	Book-keeper	35 00
July 27, 1874	John J. Price	Charleston	Agent	18 00
	R. W. Tompkins	do	do	60 00
July 28, 1874	J. W. Swaine	Jacksonville	do	72 50
	Cæsar Bennett	do	Watchman	5 90
July 29, 1874	George D. Luce	Tallahassee	Agent	50 00
Aug. 1, 1874	A. M. Sperry	Washington	do	90 28
	James A. McGowan	do	Detective	25 00
	E. A. Wheeler	do	Clerk	43 33
	G. W. Clapp	do	do	43 33
	H. S. Nyman	do	do	27 00
	John A. J. Creswell	do	Commissioner	191 66
	R. H. T. Leibold	do	do	183 33
	G. H. Bruce	do	Watchman	23 83
	A. C. Patterson	do	Agent	10 00
	J. W. Purnell	Shreveport	do	200 00
	P. R. Lovejoy	Baltimore	Attorney-at-law	92 33
July 31, 1874	G. W. Stickney	Washington	do	108 34
	H. S. Nyman	do	do	16 33
	C. H. Jones	do	Messenger	26 00
	William J. Wilson	do	Agent	43 33
	C. A. Fleetwood	do	do	43 33
	Thomas S. Boston	do	do	43 33
	W. E. Augusta	do	do	43 33
Aug. 3, 1874	A. F. Hill	do	do	32 50
	Fields Cook	Alexandria	do	24 00
	D. A. Ritter	Augusta	do	116 66
	H. H. Webb	Baltimore	do	75 00
	W. H. Bishop	do	do	75 00
	B. S. Sams	Beaufort	do	75 00
	R. W. Tompkins	Charleston	do	40 00
	John J. Price	do	do	12 00
	H. A. Hunt	Huntville	do	50 00
	Cæsar Bennett	Jacksonville	Watchman	4 10
	J. G. Hamilton	Lexington	Agent	100 00
	Rhoda Ross	do	Porteress	5 00
	Thomas N. M. Sellers	Macon	Agent	100 00
	John J. Cary	Nashville	do	100 00
	Benjamin Shark	do	do	50 00
	William Stewart	New Berne	do	8 10
	George H. Willis	do	Porter	6 00
	Henry Baceas	New Orleans	Agent	125 00
	C. D. Sturtevant	do	do	166 66
	Moses Townsend	do	do	30 00
	H. C. Percy	Norfolk	do	100 00
	Mark Turner	do	Porter	15 00
	Charles Spencer	Richmond	Agent	50 66
	J. W. Brinckerhoff	Savannah	do	150 00
	John A. Garey	do	Porter	20 00
	J. W. Purnell	Shreveport	Agent	83 33
	George D. Luce	Tallahassee	do	33 33
	Robert J. Broden	do	Porter	10 00
	J. W. Swaine	Jacksonville	Agent	41 58
	Harris Morris	Louisville	do	108 33
	William H. Gibson	do	do	50 00
	Sanford Grayson	do	Porter	8 00
	William H. Lockwood	Beaufort	Agent	125 00
	Joseph Fields	do	Porter	7 50
	O. G. Thibaut	New Orleans	Agent	50 00
	J. W. Brinckerhoff, Jr	Savannah	do	14 00
	W. F. Bronaugh	Lynchburgh	do	45 00
	Eugene Thornhill	Mobile	do	55 50
	James W. Dick	do	Porter	5 00
Aug. 4, 1874	do	do	do	10 00
	Eugene Thornhill	do	Agent	19 50
Aug. 7, 1874	D. G. Grosvenor	Vicksburgh	do	100 00

2.—Salaries paid by commissioners of the Freedman's Savings and Trust Company—Cont'd.

Date.	Name.	Branch.	Position.	Amount.
Aug. 7, 1874	Robert Purvis	Washington	Commissioner	\$183 33
	Benjamin A. Lee	Vioksburgh	Agent	166 66
Aug. 10, 1874	Pleasant Miller	do	Porter	25 00
	L. P. Clamorgan	Saint Louis	Agent	33 33
	Willis N. Brent	do	do	100 00
	Ambrose Jones	do	Porter	10 00
Aug. 11, 1874	N. D. Smith	Memphis	Agent	108 33
	Thomas Nolan	do	Porter	15 00
	F. K. Hunt	do	Agent	30 00
	C. M. Hunter	Raleigh	do	30 00
	Samuel L. Harris	New York	do	208 33
Aug. 12, 1874	John J. Zulle	do	do	100 00
	Frank Stanley	do	do	62 85
	H. Montgomery	do	do	60 00
	Cesar Bennett	Jacksonville	Watchman	20 00
	Charles Spencer	Richmond	Agent	66 00
	J. W. Hawkeaworth	Natchez	do	36 00
	Nathan Butler	do	Messenger	15 00
Aug. 13, 1874	J. C. Jackson	Little Rock	Agent	150 00
	Charles A. Isabel	Lynchburgh	Porter	5 00
	J. W. Hawkeaworth	Natchez	Agent	24 00
Aug. 14, 1874	William Whipper	Philadelphia	do	233 33
	J. N. Bishop	Columbia	do	93 33
Aug. 15, 1874	William J. Wilson	Washington	do	33 33
Aug. 17, 1874	W. F. Bronaugh	Lynchburgh	do	30 00
	C. S. Johnson	Atlanta	do	32 50
Aug. 18, 1874	G. W. Brodie	Raleigh	do	40 00
	J. W. Purnell	Shreveport	do	425 00
Aug. 24, 1874	William W. White	do	Porter	10 00
	G. W. Blackburn	Columbus	Agent	50 00
Aug. 27, 1874	Thomas Williamson	do	Porter	15 00
	J. H. Smyth	Wilmington	Agent	100 00
Aug. 28, 1874	A. Whitfield	do	Porter	30 00
	C. S. Johnson	Atlanta	Agent	75 00
	J. W. Dick	Mobile	Agent	30 00
	William A. Mitchell	Richmond	Agent	12 83
	C. H. Jones	Washington	Messenger	60 00
	J. G. Hamilton	Lexington	Agent	100 00
	G. W. Stickney	Washington	do	100 57
	T. S. Boston	do	do	15 00
	John A. J. Creswell	do	Commissioner	250 00
	Robert Purvis	do	do	250 00
Aug. 31, 1874	R. H. T. Lelpold	do	do	250 00
	G. W. Stickney	do	Agent	149 43
	A. M. Sperry	do	do	208 33
	E. A. Wheeler	do	Clerk	100 00
	G. W. Clapp	do	do	100 00
	H. S. Nyman	do	do	100 00
	A. C. Patterson	do	do	50 00
	G. H. Bruce	do	Watchman	55 00
	C. A. Fleetwood	do	Clerk	100 00
	A. F. Hill	do	do	75 00
	Thomas S. Boston	do	do	25 00
	Fields Cook	Alexandria	Agent	60 00
	C. S. Johnson	Atlanta	do	75 00
	D. A. Ritter	Augusta	do	118 66
	H. H. Webb	Baltimore	do	75 00
	W. H. Bishop	do	do	75 00
	Daniel Blake	do	Porter	6 00
	William H. Lockwood	Beaufort	Agent	125 00
	R. W. Tompkins	Charleston	do	100 00
	John J. Price	do	Porter	30 00
G. W. Blackburn	Columbia	Agent	50 00	
A. J. Hunt	Huntaville	do	50 00	
J. W. Swaine	Jacksonville	do	100 00	
Cesar Bennett	do	Watchman	30 00	
J. C. Jackson	Little Rock	Agent	37 50	
Horace Morris	Louisville	do	108 33	
William H. Gibson	do	do	50 00	
W. F. Bronaugh	Lynchburgh	do	75 00	
N. D. Smith	Memphis	do	108 33	
J. M. Hawkeaworth	Natchez	do	60 00	
John J. Cary	Nashville	do	100 00	
William Stewart	New Berne	do	100 00	
C. D. Sturtevant	New Orleans	do	166 66	
Henry Baceas	do	do	125 00	
Moses Townsend	do	Porter	25 00	
Frank Stanley	New York	Agent	75 00	
H. Montgomery	do	do	25 00	
Samuel L. Harris	do	do	208 33	
H. C. Percy	Norfolk	do	100 00	
W. Whipper	Philadelphia	do	150 00	

2.—Salaries paid by commissioners of the Freedman's Savings and Trust Company—Cont'd.

Date.	Name.	Branch.	Position.	Amount.	
Aug. 31, 1874	G. W. Bordie	Raleigh	Agent	\$40 00	
	Charles Spencer	Richmond	do	116 66	
	J. W. Brinckerhoff	Savannah	do	150 00	
	John A. Garey	do	Porter	20 00	
	J. W. Purnell	Shreveport	Agent	83 33	
	Willis N. Brent	Saint Louis	do	100 00	
	George D. Luce	Tallahassee	do	83 33	
	D. G. Grosvenor	Vicksburgh	do	100 00	
	Pleasant Miller	do	Porter	15 00	
	John H. Smyth	Wilmington	Agent	30 00	
	T. N. M. Sellers	Macon	do	100 00	
	Eugene Thornhill	Mobile	do	75 00	
	J. Hope	Memphis	Porter	15 00	
	Sept. 1, 1874	William E. Augusta	Washington	Agent	100 00
		Nathan Butler	Natchez	Porter	15 00
	Sept. 7, 1874	Pleasant Miller	Vicksburgh	do	6 00
		E. P. Pierce	Little Rock	Agent	74 20
Sept. 9, 1874	Samuel Somers	do	Porter	7 50	
	W. G. White	Shreveport	do	10 00	
Sept. 22, 1874	Samuel Somers	Little Rock	do	2 50	
Sept. 24, 1874	E. P. Pierce	do	Agent	56 00	
Sept. 26, 1874	Fields Cook	Alexandria	do	36 00	
Sept. 29, 1874	John H. Smyth	Augusta	do	20 00	
	John A. J. Creswell	Washington	Commissioner	250 00	
Sept. 30, 1874	Robert Purvis	do	do	250 00	
	R. H. T. Leibold	do	do	250 00	
	G. W. Stickney	do	Agent	250 00	
	A. M. Sperry	do	do	208 33	
	E. A. Wheeler	do	Clerk	100 00	
	G. W. Clapp	do	do	100 00	
	H. S. Nyman	do	do	100 00	
	C. H. Jones	do	Messenger	60 00	
	G. B. Bruce	do	Watchman	55 00	
	G. H. E. Fletcher	do	Clerk	100 00	
	T. S. Boston	do	Agent	100 00	
	C. A. Fleetwood	do	do	100 00	
	W. E. Augusta	do	do	100 00	
	A. F. Hill	do	do	75 00	
	F. Cook	Alexandria	do	60 00	
	D. A. Ritter	Augusta	do	116 66	
	H. H. Webb	Baltimore	do	75 00	
	W. H. Bishop	do	do	75 00	
	Daniel Blake	do	do	6 00	
	W. H. Lockwood	Beaufort	do	125 00	
	C. S. Johnson	Atlanta	do	75 00	
	R. W. Tompkins	Charleston	do	100 00	
	John J. Price	do	Porter	20 00	
	T. W. Blackburn	Columbia	Agent	50 00	
	A. J. Hunt	Huntsville	do	50 00	
	J. W. Swaine	Jacksonville	do	100 00	
	Cesar Bennett	do	Watchman	30 00	
	J. C. Jackson	Lexington	Agent	75 00	
	Horace Morris	Louisville	do	108 33	
	T. N. M. Sellers	Macon	do	100 00	
	N. D. Smith	Memphis	do	108 33	
	Eugene Thornhill	Mobile	do	75 00	
	J. M. Hawkesworth	Natchez	do	60 00	
	John J. Cary	Nashville	do	100 00	
	William Stewart	New Berne	do	100 00	
	C. D. Sturtevant	New Orleans	do	166 66	
	Henry Baecas	do	do	125 00	
	Moses Townsend	do	Porter	25 00	
	Samuel L. Harris	New York	Agent	208 33	
	Frank Stanley	do	do	75 00	
	H. Montgomery	do	Porter	25 00	
	H. C. Percy	Norfolk	Agent	100 00	
	William Whipper	Philadelphia	do	150 00	
	G. W. Brodie	Raleigh	do	40 00	
	Charles Spencer	Richmond	do	116 66	
	J. W. Brinckerhoff	Savannah	do	150 00	
	John A. Garey	do	Porter	20 00	
	J. W. Purnell	Shreveport	Agent	83 33	
	George D. Luce	Tallahassee	do	83 33	
	W. D. White	Shreveport	Porter	10 00	
	W. N. Brent	Saint Louis	Agent	100 00	
	D. G. Grosvenor	Vicksburgh	do	100 00	
	Pleasant Miller	do	Porter	15 00	
	John H. Smyth	Wilmington	Agent	75 00	
	Rhoda Ross	Lexington	Porter	5 00	
	Nathan Butler	Natchez	Porter	5 00	
	Isaac Hope	Memphis	do	5 00	

2.—Salaries paid by commissioners of the Freedman's Savings and Trust Company—Cont'd.

Date.	Name.	Branch.	Position.	Amount.
Sept. 30, 1874	Phillis Green	Wilmington	Porter	\$5 00
	S. E. Kemp	Richmond	do	3 00
	W. F. Bronaugh	Lynchburgh	Agent	75 00
Oct. 2, 1874	J. N. Bishop	Columbus	Agent, (Aug. & Sept.)	186 66
	William Stewart	New Berne	do	91 90
Oct. 5, 1874	Charles N. Hunter	Raleigh	do	72 00
Oct. 13, 1874	J. N. Bishop	Columbus	do	20 00
Oct. 16, 1874	William H. Bishop	Baltimore	do	37 50
Oct. 20, 1874	William H. Webb	do	do	37 50
Oct. 30, 1874	John A. J. Creswell	Washington	Commissioner	250 00
	Robert Purvis	do	do	250 00
	R. H. T. Leibold	do	do	250 00
	A. M. Sperry	do	Agent	208 33
	E. A. Wheeler	do	Clerk	125 00
	C. A. Fleetwood	do	do	100 00
	H. S. Nyman	do	do	100 00
	G. W. Clapp	do	do	100 00
	William E. Augusta	do	do	100 00
	A. F. Hill	do	do	100 00
	C. H. Jones	do	Messenger	60 00
	G. H. Bruce	do	Watchman	55 00
	G. H. E. Fletcher	do	Agent	118 66
	C. S. Johnson	Atlanta	do	75 00
	D. A. Ritter	Augusta	do	118 66
	D. Blake	Baltimore	Porter	6 00
	W. H. Lockwood	Beaufort	Agent	125 00
	R. W. Tompkins	Charleston	do	100 00
	John J. Price	do	Porter	25 00
	G. W. Blackburn	Columbia	Agent	50 00
	A. J. Hunt	Huntsville	do	50 00
	J. W. Swaine	Jacksonville	do	100 00
	Cæsar Bennett	do	do	30 00
	J. C. Jackson	Lexington	Agent	75 00
	Horace Morris	Louisville	do	108 33
	W. H. Gibson	do	do	50 00
	T. N. M. Sellers	Macon	do	100 00
	N. D. Smith	Memphis	do	108 33
	E. Thornhill	Mobile	do	75 00
	J. W. Hawkesworth	Natchez	do	60 00
	John J. Cary	Nashville	do	100 00
	William Stewart	New Berne	do	100 00
	C. D. Sturtevant	New Orleans	do	166 66
	Henry Baccus	do	do	125 00
	Moses Townsend	do	Porter	25 00
	Samuel L. Harris	New York	Agent	104 16
	Frank Stanley	do	do	47 50
	H. Montgomery	do	Porter	12 50
	H. C. Percy	Norfolk	Agent	100 00
	William Whipper	Philadelphia	do	75 00
	G. W. Brodie	Raleigh	do	40 00
	Charles Spencer	Richmond	do	116 66
	J. W. Brinckerhoff	Savannah	do	150 00
	John A. Gary	do	Porter	30 00
	J. W. Furnell	Shreveport	Agent	83 33
	W. D. White	do	Porter	10 00
	Willis N. Brent	Saint Louis	Agent	100 00
	Rhoda Ross	Lexington	Porteress	5 00
	Nathan Butler	Natchez	Porter	5 00
	G. W. Stickney	Washington	Agent	250 00
	George D. Luce	Tallahassee	do	83 33
	D. G. Grosvenor	Vicksburgh	do	100 00
	Pleasant Miller	do	Porter	15 00
	John H. Smythe	Wilmington	Agent	75 00
Oct. 31, 1874	W. F. Bronough	Lynchburgh	do	75 00
	J. N. Bishop	Columbus	do	100 00
Nov. 2, 1874	Isaac Hope	Memphis	Porter	5 00
Nov. 11, 1874	William Elliott	Beaufort	Solicitor	750 00
Nov. 17, 1874	Henry Baccus	New Orleans	Agent	62 50
	Moses Townsend	do	Porter	12 50
Nov. 24, 1874	E. Thornhill	Mobile	Agent	45 00
Nov. 25, 1874	Willis N. Brent	Saint Louis	do	50 00
	C. S. Johnson	Atlanta	do	37 50
Nov. 28, 1874	John A. J. Creswell	Washington	Commissioner	250 00
	Robert Purvis	do	do	250 00
	R. H. T. Leibold	do	do	250 00
	G. W. Stickney	do	Agent	250 00
	A. M. Sperry	do	do	208 33
	E. A. Wheeler	do	Clerk	125 00
	G. W. Clapp	do	do	100 00
	H. S. Nyman	do	do	100 00
	C. H. Jones	do	Messenger	60 00

2.—Salaries paid by commissioners of the Freedman's Savings and Trust Company—Cont'd.

Date.	Name.	Branch.	Position.	Amount.	
Nov. 28, 1874	George H. Bruce	Washington	Watchman	\$55 00	
	G. H. E. Fletcher	do	Agent	116 66	
	W. E. Augusta	do	Clerk	100 00	
	A. F. Hill	do	do	100 00	
	C. A. Fleetwood	do	do	100 00	
	W. J. White	Augusta	Agent	10 00	
	H. H. Webb	Baltimore	do	37 50	
	W. H. Lockwood	Beaufort	do	125 00	
	Nathan Ritter	Charleston	do	15 00	
	R. W. Tompkins	do	do	46 67	
	John J. Price	do	Porter	25 00	
	G. W. Blackburn	Columbia	Agent	10 00	
	A. J. Hunt	Huntsville	do	10 00	
	J. W. Swaine	Jacksonville	do	100 00	
	J. C. Jackson	Lexington	do	10 00	
	Horace Morris	Louisville	do	64 17	
	W. H. Gibson	do	do	25 00	
	T. N. M. Sellers	Macon	do	10 00	
	N. D. Smith	Memphis	do	50 00	
	James A. Somerville	Mobile	do	6 00	
	John J. Cary	Nashville	do	25 00	
	William Stewart	New Berne	do	15 00	
	C. D. Sturtevant	New Orleans	do	95 83	
	H. C. Percy	Norfolk	do	15 00	
	E. W. Hollingsworth	Philadelphia	do	15 00	
	G. W. Brodie	Raleigh	do	10 00	
	Charles Spencer	Richmond	do	15 00	
	Henry Sutton	Tallahassee	do	10 00	
	D. G. Grosvenor	Vicksburgh	do	100 00	
	John H. Smythe	Wilmington	do	10 00	
	J. N. Bishop	Columbus	do	10 00	
	Nov. 30, 1874	Daniel Blake	Baltimore	Porter	6 00
		Pleasant Miller	Vicksburgh	do	15 00
	Dec. 3, 1874	E. P. Pierce	do	Agent	60 00
		J. W. Purnell	Shreveport	do	83 33
	Dec. 7, 1874	Nathan Ritter	Charleston	do	25 00
Horace Morris		Louisville	do	44 16	
Dec. 8, 1874	William Stewart	New Berne	do	7 50	
	C. D. Sturtevant	New Orleans	do	70 83	
Dec. 18, 1874	J. N. Bishop	Columbus	do	10 00	
	G. W. Blackburn	Columbia	do	10 00	
Dec. 22, 1874	G. W. Brodie	Raleigh	do	10 00	
	John A. J. Creswell	Washington	Commissioner	250 00	
Dec. 24, 1874	Robert Purvis	do	do	250 00	
	R. H. T. Leibold	do	do	250 00	
Dec. 26, 1874	A. M. Sperry	do	do	208 33	
	G. W. Clapp	do	Clerk	100 00	
Dec. 28, 1874	H. S. Nyman	do	do	100 00	
	C. A. Fleetwood	do	do	116 66	
Dec. 30, 1874	C. H. Jones	do	Messenger	60 00	
	G. H. Bruce	do	Watchman	55 00	
Dec. 31, 1874	E. A. Wheeler	do	Clerk	125 00	
	W. E. Augusta	do	do	100 00	
Dec. 1, 1875	A. F. Hill	do	do	100 00	
	G. H. E. Fletcher	do	do	19 44	
Dec. 2, 1875	G. W. Stickney	do	Agent	250 00	
	Frank Quarles	Atlanta	do	10 00	
Dec. 3, 1875	W. J. White	Augusta	do	10 00	
	H. H. Webb	Baltimore	do	25 00	
Dec. 4, 1875	W. H. Lockwood	Beaufort	do	125 00	
	Nathan Ritter	Charleston	do	15 00	
Dec. 5, 1875	C. J. Hunt	Huntsville	do	10 00	
	J. W. Swaine	Jacksonville	do	25 00	
Dec. 6, 1875	J. C. Jackson	Lexington	do	10 00	
	Horace Morris	Louisville	do	20 00	
Dec. 7, 1875	A. J. Thompson	Little Rock	do	20 00	
	T. N. M. Sellers	Macon	do	10 00	
Dec. 8, 1875	do	Memphis	do	50 00	
	James A. Somerville	Mobile	do	15 00	
Dec. 9, 1875	John J. Cary	Nashville	do	25 00	
	C. D. Sturtevant	New Orleans	do	72 22	
Dec. 10, 1875	H. C. Percy	Norfolk	do	15 00	
	Charles Spencer	Richmond	do	15 00	
Dec. 11, 1875	Willis N. Brent	Saint Louis	do	15 00	
	John H. Smythe	Wilmington	do	10 00	
Dec. 12, 1875	Daniel Blake	Baltimore	Porter	6 00	
	James Dickson	Natchez	Agent	10 00	
Dec. 13, 1875	Henry Sutton	Tallahassee	do	10 00	
	John A. J. Creswell	Washington	Commissioner	250 00	
Dec. 14, 1875	Robert Purvis	do	do	250 00	
	R. H. T. Leibold	do	do	250 00	

2.—Salaries paid by commissioners of the Freedman's Savings and Trust Company—Cont'd.

Date.	Name.	Branch.	Position.	Amount.
Jan. 30, 1875	G. W. Stickney	Washington	Agent	\$250 00
	A. M. Sperry	do	do	208 33
	G. W. Clapp	do	Clerk	116 66
	C. A. Fleetwood	do	do	116 66
	H. S. Nyman	do	do	100 00
	G. H. Bruce	do	Watchman	55 00
	C. H. Jones	do	Messenger	70 00
	E. A. Wheeler	do	Clerk	125 00
	A. F. Hill	do	do	100 00
	D. A. Ritter	do	do	100 00
	W. E. Augusta	do	do	100 00
	Frank Quarles	Atlanta	Agent	10 00
	William J. White	Augusta	do	10 00
	H. H. Webb	Baltimore	do	25 00
	William H. Lockwood	Beaufort	do	125 00
	Nathan Ritter	Charleston	do	15 00
	A. J. Hunt	Huntsville	do	10 00
	J. W. Swaine	Jacksonville	do	25 00
	J. C. Jackson	Lexington	do	10 00
	Horace Morris	Louisville	do	20 00
	T. N. M. Sellers	Macon	do	10 00
	N. D. Smith	Memphis	do	50 00
	James A. Somerville	Mobile	do	15 00
	John J. Cary	Nashville	do	25 00
	Charles Spencer	Richmond	do	15 00
	Willis N. Brent	Saint Louis	do	10 00
	Henry Sutton	Tallahassee	do	10 00
	Daniel Blake	Baltimore	Porter	6 00
	G. W. Blackburn	Columbia	Agent	10 00
	G. W. Brodie	Raleigh	do	10 00
	J. N. Bishop	Columbus	do	10 00
	D. A. Ritter	Washington	do	30 00
John A. J. Creaswell	do	Commissioner.	250 00	
Robert Purvis	do	do	250 00	
R. H. T. Leibold	do	do	250 00	
G. W. Stickney	do	Agent	250 00	
A. M. Sperry	do	do	208 33	
G. W. Clapp	do	Clerk	116 66	
H. S. Nyman	do	do	100 00	
C. A. Fleetwood	do	do	116 66	
C. H. Jones	do	Messenger	70 00	
G. H. Bruce	do	Clerk	55 00	
W. E. Augusta	do	do	100 00	
A. F. Hill	do	do	100 00	
E. A. Wheeler	do	do	125 00	
H. H. Webb	Baltimore	Agent	25 00	
W. H. Lockwood	Beaufort	do	125 00	
Nathan Ritter	Charleston	do	15 00	
J. W. Swaine	Jacksonville	do	25 00	
Horace Morris	Louisville	do	20 00	
N. D. Smith	Memphis	do	50 00	
John J. Cary	Nashville	do	25 00	
Willis N. Brent	Saint Louis	do	10 00	
Daniel Blake	Baltimore	Porter	6 00	
Robert Purvis	Washington	Commissioner.	250 00	
A. M. Sperry	do	Agent	208 33	
John A. J. Creaswell	do	Commissioner.	250 00	
R. H. T. Leibold	do	do	250 00	
G. W. Stickney	do	Agent	250 00	
G. W. Clapp	do	Clerk	116 66	
H. S. Nyman	do	do	100 00	
C. A. Fleetwood	do	do	116 66	
C. H. Jones	do	Messenger	70 00	
G. H. Bruce	do	Watchman	55 00	
E. A. Wheeler	do	Clerk	125 00	
W. E. Augusta	do	do	100 00	
A. F. Hill	do	do	100 00	
Horace Morris	do	do	100 00	
W. H. Lockwood	Beaufort	Agent	125 00	
Nathan Ritter	Charleston	do	15 00	
J. W. Swaine	Jacksonville	do	25 00	
N. D. Smith	Memphis	do	50 00	
John J. Cary	Nashville	do	25 00	
Willis N. Brent	Saint Louis	do	10 00	
Daniel Blake	Baltimore	Porter	6 00	
George H. Bruce	Washington	Watchman	27 50	
William Elliott	Beaufort	Attorney-at-law	750 00	
John A. J. Creaswell	Washington	Commissioner.	250 00	
Robert Purvis	do	do	250 00	
R. H. T. Leibold	do	do	250 00	
G. W. Stickney	do	Agent	250 00	

2.—Salaries paid by commissioners of the Freedman's Savings and Trust Company—Cont'd.

Date.	Name.	Branch.	Position.	Amount.	
April 29, 1875	A. M. Sperry	Washington	Agent	\$208 33	
	G. W. Clapp	do	Clerk	116 66	
	H. S. Nyman	do	do	100 00	
	C. A. Fleetwood	do	do	116 66	
	C. H. Jones	do	Messenger	75 00	
	Jos. A. Simms	do	Watchman	25 00	
	E. A. Wheeler	do	Clerk	125 00	
	W. E. Augusta	do	do	100 00	
	A. F. Hill	do	do	100 00	
	Horace Morris	do	do	100 00	
	W. H. Lockwood	Beaufort	Agent	125 00	
	J. W. Swaine	Jacksonville	do	25 00	
	N. D. Smith	Memphis	do	50 00	
	John J. Cary	Nashville	do	25 00	
	Willia N. Brent	Saint Louis	do	10 00	
	Daniel Blake	Baltimore	Porter	6 00	
	May 22, 1875	John A. J. Creswell	Washington	Commissioner	250 00
		Robert Purvis	do	do	250 00
		R. H. T. Leipold	do	do	250 00
		G. W. Clapp	do	Clerk	116 66
H. S. Nyman		do	do	100 00	
C. A. Fleetwood		do	do	116 66	
E. A. Wheeler		do	do	125 00	
W. E. Augusta		do	do	100 00	
A. F. Hill		do	do	100 00	
Horace Morris		do	do	100 00	
A. M. Sperry		do	Agent	208 33	
Jos. A. Simms		do	Watchman	50 00	
John J. Cary		Nashville	Agent	25 00	
W. H. Lockwood		Beaufort	do	125 00	
N. D. Smith		Memphis	do	50 00	
C. H. Jones		Washington	Messenger	75 00	
June 30, 1875		John A. J. Creswell	do	Commissioner	250 00
		Robert Purvis	do	do	250 00
		R. H. T. Leipold	do	do	250 00
		A. M. Sperry	do	Agent	208 33
	G. W. Clapp	do	Clerk	116 66	
	H. S. Nyman	do	do	100 00	
	C. A. Fleetwood	do	do	116 66	
	C. H. Jones	do	Messenger	75 00	
	Joseph A. Simms	do	Watchman	50 00	
	E. A. Wheeler	do	Clerk	125 00	
	W. E. Augusta	do	do	100 00	
	A. F. Hill	do	do	100 00	
	Horace Morris	do	do	100 00	
	William H. Lockwood	Beaufort	Agent	125 00	
	John J. Cary	Nashville	do	25 00	
	July 10, 1875	Horace Morris	Washington	Clerk	33 33
		W. E. Augusta	do	do	100 00
	July 20, 1875	John A. J. Creswell	do	Commissioner	250 00
	July 31, 1875	Robert Purvis	do	do	250 00
		R. H. Leipold	do	do	250 00
	A. M. Sperry	do	Agent	166 66	
	G. W. Clapp	do	do	116 66	
	H. S. Nyman	do	do	100 00	
	C. A. Fleetwood	do	do	116 66	
	C. H. Jones	do	Messenger	75 00	
	Joseph A. Simms	do	Watchman	50 00	
	E. A. Wheeler	do	Clerk	125 00	
	A. F. Hill	do	do	100 00	
	W. H. Lockwood	Beaufort	Agent	125 00	
Aug. 24, 1875	John J. Cary	Nashville	do	25 00	
	H. S. Nyman	Washington	Clerk	100 00	
Aug. 30, 1875	John A. J. Creswell	do	Commissioner	250 00	
	Robert Purvis	do	do	250 00	
	R. H. T. Leipold	do	do	250 00	
	A. M. Sperry	do	Agent	166 66	
	G. W. Clapp	do	do	116 66	
	C. A. Fleetwood	do	do	116 66	
	C. H. Jones	do	Messenger	75 00	
	Joseph A. Simms	do	Watchman	50 00	
	E. A. Wheeler	do	Clerk	125 00	
	A. F. Hill	do	do	100 00	
	W. H. Lockwood	Beaufort	Agent	125 00	
Sept. 29, 1875	John J. Cary	Nashville	do	25 00	
	John A. J. Creswell	Washington	Commissioner	250 00	
	Robert Purvis	do	do	250 00	
	R. H. T. Leipold	do	do	250 00	
	A. M. Sperry	do	Agent	166 66	
	G. W. Clapp	do	Clerk	116 66	
	H. S. Nyman	do	do	116 66	

2.—Salaries paid by commissioners of the Freedman's Savings and Trust Company—Cont'd.

Date.	Name.	Branch.	Position.	Amount.	
Sept. 29, 1875	C. A. Fleetwood	Washington	Clerk	\$125 00	
	C. H. Jones	do	Messenger	75 00	
	Joseph A. Simms	do	Watchman	50 00	
	E. A. Wheeler	do	Clerk	133 33	
	A. F. Hill	do	do	100 00	
Oct. 30, 1875	W. H. Lockwood	Beaufort	Agent	125 00	
	John J. Cary	Nashville	do	25 00	
	John A. J. Creswell	Washington	Commissioner	250 00	
	Robert Purvis	do	do	250 00	
	R. H. T. Leibold	do	do	250 00	
	A. M. Sperry	do	Agent	166 66	
	G. W. Clapp	do	Clerk	116 66	
	H. S. Nyman	do	do	116 66	
	C. A. Fleetwood	do	do	125 00	
	C. H. Jones	do	Messenger	75 00	
	Joseph A. Simms	do	Watchman	50 00	
	E. A. Wheeler	do	Clerk	133 33	
	A. F. Hill	do	do	100 00	
	W. H. Lockwood	Beaufort	Agent	125 00	
	John J. Cary	Nashville	do	25 00	
Nov. 22, 1875	A. C. Patterson	Washington	Clerk	100 00	
	William Steward	do	do	53 33	
Nov. 29, 1875	John A. J. Creswell	do	Commissioner	250 00	
	Robert Purvis	do	do	250 00	
	R. H. T. Leibold	do	do	250 00	
	A. M. Sperry	do	Agent	166 66	
	E. A. Wheeler	do	Clerk	133 33	
	C. A. Fleetwood	do	do	125 00	
	H. S. Nyman	do	do	116 66	
	G. W. Clapp	do	do	116 66	
	A. F. Hill	do	do	116 66	
	B. E. Cattin	do	do	73 33	
	W. H. Bishop	do	do	96 67	
	G. A. Griffin	do	do	70 00	
	A. C. Patterson	do	do	75 00	
	C. W. Handy	do	do	75 00	
	C. S. Chesney	do	do	48 33	
	C. H. Jones	do	Messenger	75 00	
	Joseph A. Simms	do	Watchman	65 00	
	Nathan Ritter	do	Clerk	100 00	
	W. H. Lockwood	Beaufort	Agent	125 00	
	John J. Cary	Nashville	do	25 00	
	Dec. 4, 1875	C. S. Chesney	Washington	Clerk	10 00
		John A. J. Creswell	do	Commissioner	250 00
	Dec. 24, 1875	Robe t Purvis	do	do	250 00
		R. H. T. Leibold	do	do	250 00
		A. M. Sperry	do	Agent	166 66
		E. A. Wheeler	do	Clerk	133 33
		C. A. Fleetwood	do	do	125 00
		H. S. Nyman	do	do	116 66
		G. W. Clapp	do	do	116 66
		A. F. Hill	do	do	116 66
B. E. Cattin		do	do	100 00	
W. H. Bishop		do	do	100 00	
G. A. Griffin		do	do	100 00	
A. C. Patterson		do	do	100 00	
Nathan Ritter		do	do	100 00	
C. H. Jones		do	Messenger	75 00	
Joseph A. Simms		do	Watchman	50 00	
W. H. Lockwood		Beaufort	Agent	125 00	
John J. Cary		Nashville	do	25 00	
William Steward		Washington	Clerk	90 00	
E. A. Jacobs		do	do	60 00	
To December 31, 1875				57,330 95	
Jan. 29, 1876		John A. J. Creswell	Washington	Commissioner	250 00
		Robert Purvis	do	do	250 00
		R. H. T. Leibold	do	do	250 00
		A. M. Sperry	do	Agent	133 33
		E. A. Wheeler	do	Clerk	125 00
		C. A. Fleetwood	do	do	116 66
		H. S. Nyman	do	do	100 00
	G. W. Clapp	do	do	100 00	
	B. E. Cattin	do	do	100 00	
	A. F. Hill	do	do	100 00	
	C. H. Jones	do	Messenger	75 00	
	Joseph A. Simms	do	Watchman	50 00	
	W. H. Lockwood	Beaufort	Agent	125 00	
	John J. Cary	Nashville	do	25 00	
	For month of January, 1876.				1,799 99
Total amount paid to January 31, 1876.				59,130 94	

3.—Statement of disbursements on account of attorneys' fees and costs of suits, &c., by Commissioners Freedman's Savings and Trust Company.

Date.	Branch.	Name of attorney.	Purpose.	Amount.
1874.				
Dec. 4	Washington	Enoch Totten	On account professional services	\$700 00
21	do	do	Costs of suit on note of C. W. Hayden.	25 00
29	do	John H. Cook	Costs, Fifteenth-street Presbyterian Church.	14 00
1875.				
Jan. 2	Atlanta	Gartrel & Stephens	Retainer, P. D. Corey's case	100 00
13	Washington	John H. Cook	Costs in suits	57 00
25	Atlanta	Gartrel & Stephens	Costs in P. D. Corey's case	250 00
25	New York	A. P. Ketchum	Fees	50 00
28	Mobile	Charles E. Mayer	Retainer, C. A. Woodward suit.	100 00
Feb. 2	New York	A. P. Ketchum	Retainer	100 00
9	Washington	C. N. Thomas	Preparing deed of release	10 00
11	Jacksonville	H. Bisbee, jr	Retainer	90 00
10	Washington	John H. Cook	do	45 00
Mar. 5	do	Enoch Totten	Costs in sundry cases	34 00
11	do	do	Costs in Talty case	11 00
23	New Berne	R. N. Lehman	Costs in suit to recover safe.	10 00
Apr. 7	Washington	Enoch Totten	Costs in B. M. Barker's case	12 00
13	do	do	Costs in Cluss's case	11 00
24	Shreveport	David M. Callahan	Appeal-costs	25 00
29	Dedham, Mass	John D. Cobb	Examining title to property	5 00
May 8	Washington	John H. Cook	Court-fees	63 00
14	do	Enoch Totten	Costs in suits	23 00
26	do	W. J. Wilson, J. P	Acknowledgments	8 35
June 4	do	Enoch Totten	On account professional services	500 00
4	do	do	Costs, B. Mackall's case	40 00
4	Baltimore	Brown & Smith	Costs, Mohun's case	25 00
10	Atlanta	B. F. Abbots	Costs collecting overdrafts	10 00
14	Jacksonville	H. Bisbee, jr	Fees and costs	150 00
25	Washington	Enoch Totten	Costs in sundry cases	58 00
30	do	John H. Cook	Fees and costs	131 62
July 9	Providence, R. I.	W. Hayes	Services in case P. H. Corey's bond.	100 00
12	Dedham, Mass	John D. Cobb	Examining title to property	7 00
12	Washington	W. F. Mattingly	Fees and costs in Murth's case	100 00
31	Jacksonville	H. Bisbee, jr	Professional services	144 05
Aug. 9	Washington	S. Wolf, recorder	Copy of deed of trust, Howard University.	3 75
9	do	H. T. Taggart	Examination of title, &c	100 00
24	do	W. J. Wilson, J. P	Acknowledgments	4 80
24	do	A. B. Duvall	Examination of title	10 00
24	Pensacola, Fla	A. E. Maxwell	Examination of Osborne title	5 00
Sept. 7	Washington	A. B. Duvall	Abstract Pumphyre loan	15 00
Oct. 2	do	W. J. Wilson, J. P	Fees	4 40
2	do	H. T. Taggart	Examining title to Middleton property.	25 00
5	do	John H. Cook	Costs and retainers	42 00
20	do	Enoch Totten	Costs in sundry cases	34 00
27	do	John H. Cook	Retainer	37 00
27	do	W. J. Wilson, J. P	Acknowledgments	7 75
Nov. 5	do	Enoch Totten	On account professional services	500 00
19	Charleston	Corbin & Stone	Fees in sundry cases	1,152 61
19	New York	A. P. Ketchum	Fees, case Grise vs. Freedman's Savings and Trust Company.	50 00
20	Washington	W. J. Wilson, J. P	Acknowledgments	50
26	Jacksonville	H. Bisbee, jr	Professional services in sundry cases.	345 25
29	New York	A. P. Ketchum	do	75 00
29	Washington	W. J. Wilson, J. P	Acknowledgments	5 05
Dec. 2	do	C. N. Thomas	Fees for collecting overdrafts	35 70
3	Atlanta	Abbott & Kendrick	do	10 00
14	Washington	Bradley & Duvall	Professional services in case Seneca Stone Company loan.	200 00
22	do	N. J. Riddick	Copy of judgment, case of Nelson vs. Freedman's Savings and Trust Company.	3 00
22	do	Enoch Totten	On account professional services.	1,000 00
	Total			6,674 83

4.—Statement of miscellaneous expenditures.

Date.	Object.	Amount.
DISTRICT OF COLUMBIA BILLS.		
1874.		
Oct. 20	To John H. Cook, collector, purchase of tax-sale certificates	\$174 97
Dec. 18	To John H. Cook, collector, advertising tax-sales	56 16
1875.		
Feb. 27	To secure \$11,000 3-65 bonds	1 40
		232 53
PERSONAL PROPERTY AT BRANCHES.		
1875.		
Feb. 26	Repairing safes	24 00
Mar. 23	Insurance on furniture at Charleston	7 50
May 8	Removing safes	193 00
June 14	Removing safes at Natchez	120 00
	Advertising sale of safe in New York	4 00
July 9	Repairing desk, Washington, D. C.	9 00
Aug. 13	Drayage and commissions	2 56
13	Freight on safe from Natchez	27 50
Sept. 23	Commissions on sale of Charleston safe	93 37
Dec. 28	Commissions on collecting proceeds of safe	5 00
Nov. 1	Commissions on sale of property at Charleston	137 50
		623 43
REAL ESTATE AT BALTIMORE.		
1875.		
Sept. 29	Taxes on property	261 80
	Commissions on sale of property	387 50
		649 30
INTERNAL-REVENUE TAX ON DEPOSITS.		
1874.		
Nov. 30	To T. L. Tullock, collector	834 72
1875.		
Jan. 30	do	292 75
		1,127 47
EXCHANGE.		
1874.		
July 30	On _____	93
Aug. 7	On Vicksburgh collections	50
8	On Natchez remittance	40
12	On Charleston remittance	25
22	On _____	10
Nov. 10	On _____	25
1875.		
Feb. 19	On _____	25
April 19	On _____	25
May 11	On Florida draft	1 59
Nov. 19	On Charleston draft	1 04
		5 56
PROFIT AND LOSS ACCOUNT.		
1874.		
Aug. 12	Protest-fees	1 31
Sept. 4	Exchange on remittance from Savannah	23
4	Post-office money-order	15
7	Post-office money-order	20
19	Post-office money-order from Vicksburgh	05
	do	05
Oct. 3	do	20
5	do	10
15	do	10
19	do	10
24	do	15
Nov. 4	Post-office money-order from Baltimore	1 51
7	Protest-fees on Jacksonville branch draft	1 25
7	do	1 31
9	Protest-fees on Tallahassee branch draft	02
14	Internal-revenue stamp	3 00
17	Protest-fees on Simon Mayer note	4 60
23	Protest-fees on Tallahassee and Jacksonville checks	05
23	Post-office money-order, from Vicksburgh	05
28	do	1 92
30	Protest-fees	10
Dec. 4	Post-office money-order	2 50
4	Commissions on sale of Alexandria safe	5 00
11	Preparing answers to bill in equity	10
17	Post-office money-order	

4.—Statement of miscellaneous expenditures—Continued.

Date.	Object.	Amount.
PROFIT AND LOSS ACCOUNT—Continued.		
Dec. 18	Commissions on sale of New Berne property	\$0 18
18	Protest-fees on branch drafts	3 90
24	Expense of sale of furniture at Columbia	20
1875.		
Jan. 21	Protest-fees	2 36
Apr. 17	Judgment against Freedman's Savings and Trust Company, Kate Glover case, at Charleston, S. C.	569 85
24	William H. Ward, certificate of title	5 00
May 4	Citizens' National Bank of Washington, register's fees, costs, and exchange	12 50
4	Recording trust	50
June 12	Recording deed	1 50
12	Acknowledgment	50
Nov. 3	Premium on gold bought	16 25
16	do	508 00
19	Repairing windows at Nashville	69 63
22	Expense in collecting note of T. Ewing	6 56
Dec. 7	Premium on gold	14 75
9	Premium on gold and silver	590 08
1876.		
Jan. 6	Recording deeds	9 25
		1, 834 36
COMPROMISE ACCOUNT.		
1874.		
Oct. 27	Thomas J. Durant, rent, New Orleans	3, 000 00
27	Thomas J. Durant, costs incurred by him	153 46
1875.		
Apr. 24	New York Joint Stock Company, rent	583 33
Sept. 18	C. E. Rittenhouse, attorney, rent at Augusta, Ga., (gold)	100 00
		3, 836 79
1875.		
May 26	John H. Cook, attorney, retainer and costs of suit, case of Scott & Johnson	22 00
1876.		
Aug. 16	William H. Lockwood, receiver, traveling expenses	36 30
Jan. 17	Special Committee of the House of Representatives in examining affairs of the Freedman's Savings and Trust Company, carriage-hire in conveying books to Capitol.	1 50
Total miscellaneous expenditures		8, 369 24

RECAPITULATION.

Taxes	\$1, 620 40
Commissions on sale of property	628 41
Moving safes	313 00
Freight	27 50
Premium on coin purchased	1, 198 71
Judgments against Freedman's Savings and Trust Company	569 85
Rents	3, 836 79
Exchange	5 56
Miscellaneous	146 08
Attorney's fees and costs	22 00
8, 369 24	

5.—Statement of expenses incurred in connection with loans and chargeable thereto.

Date.	Loan.	Nature of expense.	Amount.	Total.
WASHINGTON BRANCH.				
Jan. 22, 1875	Robert Williams	Enoch Totten, attorney, costs of suit		\$22 00
Mar. 13, 1875	James Cooper	J. T. Wormley, auctioneer, advertising	\$74 75	
		J. T. Wormley, fees	12 00	
		John F. Cook, collector, taxes	28 93	
Nov. 22, 1874	Henry Wells	B. H. Warner, auctioneer, fees and advertising		115 68
Oct. 7, 1875	S. P. Brown & Son	R. M. Waters, printing 30 briefs		78 25
Sept. 12, 1874	W. R. Arnold	Insurance		5 00
Aug. 21, 1874	Levi Prince	Burns & Tyler, insurance		6 00
Oct. 24, 1874	B. M. Barker	A. S. Pratt & Son, insurance	19 50	4 50
Apr. 6, 1875		G. W. Stickney, Ward's abstract	10 00	
Aug. 21, 1874	Hilary Lancaster	Burns & Tyler, insurance		29 50
Sept. 12, 1874	Shanington Bache	Insurance		7 50
Oct. 7, 1875	G. W. Duvall	J. C. Lewis, insurance		7 50
Jan. 2, 1875	W. J. Murtagh	J. W. Boteler, insurance		36 00
Feb. 13, 1875	Joseph Brooks et al	J. C. Lewis, insurance	42 50	
Aug. 23, 1875		B. H. Warner, auctioneer, fees and advertising	70 87	2 88
Sept. 9, 1875		Recording and acknowledging deed	2 00	
Sept. 10, 1875		John F. Cook, collector, taxes	280 39	395 76
May 20, 1875	W. F. Crane	do	312 06	
May 20, 1875		8 per cent. coupons to pay taxes	6 99	
June 7, 1875		B. H. Warner, auctioneer, fees and advertising	150 00	469 05
Dec. 27, 1875	J. T. Holly	G. W. Stickney, advertising	66 94	
Jan. 22, 1876		B. H. Warner, auctioneer, fees	13 84	80 78
Nov. 3, 1874	J. H. A. Schurman	R. W. Tyler, insurance	10 80	
Oct. 30, 1875		do	10 80	
Sept. 27, 1875		Enoch Totten, filing bill in equity	15 00	
		Acknowledgment of deed	50	37 10
Nov. 24, 1874	A. H. Parry	A. S. Pratt & Son, insurance	9 75	
Dec. 3, 1875	(See page 13)	do	9 75	
Dec. 22, 1875		John F. Cook, collector, taxes	30 79	
Jan. 12, 1876		G. W. Stickney, advertising	39 42	
Jan. 22, 1876		B. H. Warner, auctioneer, fees	13 19	102 90
Oct. 16, 1874	H. R. Searle	A. S. Pratt & Son, insurance	20 00	
Nov. 25, 1874		do	8 00	28 00
Oct. 26, 1874	E. K. Allen	R. W. Tyler, insurance	12 50	
Nov. 9, 1874		John F. Cook, collector, taxes	144 73	
Feb. 4, 1875		do	178 13	
Dec. 26, 1874		W. L. Bramhall, release tax-title	20 00	
		Recording release of tax-title	1 25	356 61
Oct. 24, 1874	M. L. Crawford	A. S. Pratt & Son, insurance	12 50	
Nov. 5, 1874		J. T. Wormley, auctioneer, fees and advertising	156 10	
Nov. 9, 1874		John F. Cook, collector	115 26	233 86
Nov. 25, 1874	L. Deane	A. S. Pratt & Son, insurance	13 50	
		do	13 50	27 00
Mar. 19, 1875	Marshall Brown	J. T. Wormley, advertising	96 12	
Mar. 19, 1875		J. T. Wormley, auctioneer's fees	26 25	
Apr. 6, 1875		John F. Cook, collector, taxes	24 56	
Apr. 9, 1875		do	91 56	236 49
Nov. 3, 1874	J. N. Trook	Burns & Tyler, insurance	27 00	
Feb. 10, 1875		John F. Cook, retainer	10 00	
Sept. 6, 1875		J. T. Wormley, auctioneer, fees and advertising	384 21	
Sept. 29, 1875		John F. Cook, collector, taxes	1,123 18	
Nov. 6, 1875		do	38 98	1,583 37
Oct. 24, 1874	John Waters	A. S. Pratt & Son, insurance	6 00	
Jan. 19, 1875		J. T. Wormley, auctioneer, fees and advertising	57 62	
Jan. 21, 1875		S. J. Fagur, measuring	5 00	
Aug. 13, 1875		Summons to vacate	6 00	
Aug. 13, 1875		Commissions	1 50	
Sept. 11, 1875		Collecting rent	30	
Nov. 13, 1875		A. S. Pratt & Son, insurance	6 00	82 42
Mar. 2, 1875	Joseph McIntosh	do		5 00

5.—Statement of expenses incurred in connection with loans, &c.—Continued.

Date.	Loan.	Nature of expense.	Amount.	Total.
WASHINGTON BRANCH—Continued.				
Oct. 12, 1874	F. F. Lee	J. T. Wormley, auctioneer, fees and advertising.	\$71 75	
Mar. 8, 1875	.....	A. S. Pratt & Son, insurance	11 25	\$83 00
Apr. 12, 1875	Richard L. Berry	do	2 00	2 00
Nov. 27, 1874	Dulaney heirs	J. T. Wormley, auctioneer, fees and advertising.	.....	33 00
Apr. 12, 1875	Thomas Donoho	Burns & Tyler, insurance .....	.....	5 00
Feb. 10, 1875	George M. Lanckton	B. H. Warner, auctioneer, fees and advertising.	69 00	
Jan. 22, 1876	.....	do	374 00	
July 31, 1874	H. H. Nichols	Insurance .....	.....	463 00
Oct. 24, 1874	John Jackson	A. S. Pratt & Son, insurance	3 00	18 00
Nov. 13, 1875	.....	do	3 00	6 00
Sept. 27, 1875	Howard & Cook	Enoch Totten, filing bill in equity Acknowledgment of same	14 00 50	14 50
Apr. 12, 1875	Josephine Stewart	Samuel Cross, insurance	2 50	
Apr. 1, 1875	R. V. Harrison	J. T. Wormley, auctioneer's fees	22 50	
Apr. 1, 1875	.....	J. T. Wormley, advertising	106 50	
Apr. 6, 1875	.....	John F. Cook, collector, taxes	48 08	177 08
May 17, 1875	George H. Phillips	J. T. Wormley, auctioneer's fees	11 85	
May 20, 1875	.....	J. T. Wormley, advertising	37 00	
May 20, 1875	.....	John F. Cook, collector, taxes	60 53	
.....	.....	8 per cent. coupons to pay taxes	5 89	135 97
Feb. 10, 1875	Dennis Burns	B. H. Warner, auctioneer, fees and advertising.	.....	40 75
Oct. 24, 1874	W. J. Cooke	A. S. Pratt & Son, insurance	22 50	
Nov. 9, 1874	.....	John F. Cook, collector, taxes*	788 51	811 01
Oct. 19, 1874	Henson Davis	A. S. Pratt & Son, insurance .....	.....	10 00
Apr. 3, 1875	William Brown	do	45 00	
Nov. 13, 1875	.....	do	45 00	
Dec. 27, 1875	.....	G. W. Stickney, advertising	30 93	120 93
May 19, 1875	J. B. Keith	A. S. Pratt & Son, insurance	4 50	
June 4, 1875	.....	J. T. Wormley, advertising	18 37	22 87
Sept. 18, 1874	Taggart & Vashon	A. S. Pratt & Son, insurance .....	.....	36 00
Oct. 26, 1874	J. W. Van Hook	Burns & Tyler, insurance	31 50	
.....	.....	Carriage-hire attending sale	5 00	36 50
July 30, 1874	Samuel Strong	Insurance .....	.....	18 00
Feb. 10, 1875	Joseph Daniels	B. H. Warner, advertising .....	.....	335 82
June 19, 1875	María Alice Lawlor	F. T. Rawlings, insurance .....	.....	10 00
Nov. 2, 1874	Lewis Sewall	J. T. Wormley, advertising	93 50	
.....	.....	John F. Cook, collector, taxes	71 52	165 02
June 26, 1875	William Johnson	A. S. Pratt & Son, insurance .....	.....	7 50
July 13, 1874	John C. Ricks	Insurance .....	.....	12 50
Nov. 19, 1874	Frederick Stromberger	W. J. Miller, trustee's fees	177 00	
.....	.....	W. J. Miller, taxes and expense of sale	423 00	
Feb. 6, 1875	.....	G. W. Stickney, trustee's fees	15 08	615 08
Nov. 3, 1874	Samuel Ford	Burns & Tyler, insurance .....	.....	11 25
May 8, 1875	Juan Boyle	John H. Cook, retainer	21 00	
Oct. 14, 1875	.....	John F. Cook, collector, taxes	819 09	
Oct. 14, 1875	.....	B. H. Warner, auctioneer, fees and advertising.	73 12	906 21
Sept. 29, 1874	L. A. Tnell	do .....	.....	114 40
Nov. 3, 1874	S. Bruce, jr	Burns & Tyler, insurance .....	.....	4 37
Nov. 3, 1874	Thomas L. Berry	do .....	.....	5 00
Aug. 27, 1874	W. H. Hunter	Insurance .....	.....	6 00
Oct. 19, 1874	M. A. Grady, guardian	A. S. Pratt & Son, insurance	6 25	
Jan. 21, 1875	.....	J. T. Wormley, advertising	45 00	51 25
Oct. 24, 1874	Daniel Sheehan	A. S. Pratt & Son, insurance	5 00	
Nov. 10, 1874	.....	J. H. Cook, appointing trustee	28 00	
Apr. 8, 1873	.....	J. T. Wormley, auctioneer's fees	25 10	
.....	.....	J. T. Wormley, advertising	71 87	
.....	.....	John F. Cook, collector, taxes	170 33	298 30
Oct. 24, 1874	Leonidas Scott	A. S. Pratt & Son, insurance .....	.....	5 10
July 18, 1874	H. M. B. Upson	do .....	.....	11 00

* Included in item of \$812.09 paid to John F. Cook, collector, October 14, and charged to Juan Boyle loan, on page 4.

5.—Statement of expenses incurred in connection with loans, &c.—Continued.

Date.	Loan.	Nature of expense.	Amount.	Total.
WASHINGTON BRANCH—Continued.				
Sept. 29, 1874	William Williams	B. H. Warner, auctioneer, fees and advertising.	\$103 24	
		Burns & Tyler, insurance	20 25	\$123 49
Dec. 1, 1874	Fifteenth-street Presbyter- terian Church.	A. S. Pratt & Son, insurance	60 00	
Feb. 10, 1875		John H. Cook, retainer. (Gray's note).	10 00	
Dec. 11, 1875		A. S. Pratt & Son, insurance	30 00	100 00
Nov. 2, 1874	Peter Wilkinson	do		4 00
Aug. 28, 1874	R. Lobsiger	Burns & Tyler, insurance	14 00	
June 25, 1875		S. Wolf, recording trust	1 50	
Aug. 21, 1875		T. Lubev water-tax	5 84	
Sept. 23, 1875		R. W. Tyler, insurance	14 00	
Sept. 24, 1875		John F. Cook, collector	196 86	
Sept. 25, 1875		Special improvement board	59 02	
		B. H. Warner, auctioneer, fees and advertising.	136 35	
Oct. 27, 1875		J. H. Cook, part costs and retainer	7 00	434 57
Apr. 2, 1875	Hagar Randall	A. S. Pratt & Son, insurance		7 50
Nov. 18, 1874	Tucker & Sherman	John F. Cook, collector, taxes	127 48	
Nov. 19, 1874		A. B. Duvall, trustees' fees	67 50	
Nov. 28, 1874		A. B. Duvall, auctioneer's fees and advertising.	146 07	
Nov. 28, 1874		D. C. Patterson, trustees' fees	67 50	408 55
Jan. 30, 1875	J. H. Payne	F. T. Rawlings, insurance		10 00
July 2, 1875	T. W. Osborne	Geo. E. Wentworth, examining records	2 00	
Nov. 1, 1875	(See page 13)	John F. Cook, collector, taxes	42 00	
Nov. 15, 1875		Acknowledgment to affidavit	50	
Dec. 23, 1875		E. A. Perry, retainer and costs	125 00	169 50
Apr. 26, 1875	Noah Robinson	Insurance	10 75	
June 8, 1875		B. H. Warner, auctioneer, fees and advertising.	57 00	
Sept. 9, 1875		Recording and acknowledging deed	2 00	
Sept. 10, 1875		John F. Cook, collector, taxes	184 10	253 85
Sept. 5, 1874	Elizabeth Meade	Burns & Tyler, insurance	11 50	
Jan. 15, 1875		B. F. Tracy, tax-lien certificate	91 22	
Apr. 9, 1875		John F. Cook, collector, taxes	787 19	
Apr. 26, 1875		Burns & Tyler, insurance	11 50	
May 7, 1875		Purchase of 8 per cent. bonds to pay taxes.	506 00	
May 21, 1875		John F. Cook, collector, taxes	208 71	
June 7, 1875		B. H. Warner, auctioneer, fees and advertising.	210 00	1,826 12
Sept. 12, 1874	W. B. Todd, jr., trustee	A. S. Pratt & Son, insurance	8 95	
Sept. 18, 1875		do	18 75	27 70
Nov. 28, 1874	James L. Kervand	B. H. Warner, auctioneer, fees and advertising.		76 00
Nov. 27, 1874	J. H. A. Schureman	J. T. Wormley, advertising	58 15	
Jan. 7, 1875		G. W. Stickney, Wormley's commissions.	47 50	105 65
July 29, 1874	Justin Granby	J. T. Wormley, advertising		66 77
July 29, 1874	J. L. Thomas	A. S. Pratt & Son, insurance	6 00	
Aug. 2, 1875		do	6 00	12 00
Mar. 22, 1875	J. G. Waters	Burns & Tyler, insurance		15 00
Dec. 14, 1874	C. W. Havenner	A. S. Pratt & Son, insurance	22 50	
Aug. 11, 1875		John H. Cook, retainer and costs	25 00	
Dec. 14, 1875		A. S. Pratt & Son, insurance	22 50	70 00
June 19, 1875	T. B. Caldwell	F. T. Rawlings, insurance		18 50
Nov. 24, 1875	Samuel T. Suit	R. S. Boswell, stenographer's charges	10 00	
Nov. 26, 1875		N. F. Cleary, commissions in chancery	17 50	27 50
July 21, 1874	Thomas Barry	R. W. Tyler, insurance	8 40	
July 21, 1875		do	8 40	16 80
Sept. 29, 1874	John Wilkes	B. H. Warner, auctioneer, fees and advertising.	168 99	
Sept. 10, 1875		John F. Cook, collector, taxes	797 42	
Oct. 6, 1875		Enoch Totten, filing bill in equity	17 00	
Oct. 6, 1875		Acknowledgment to bill in equity	50	
Dec. 4, 1875		J. L. Ginck, advertising in Law Rep	4 25	988 16

5.—Statement of expenses incurred in connection with loans, &c.—Continued.

Date.	Loan.	Nature of expense.	Amount.	Total.
WASHINGTON BRANCH—Continued.				
July 18, 1874	Mary C. Young	A. S. Pratt & Son, insurance	\$30 00	
Sept. 29, 1874		B. H. Warner, auctioneer, fees and advertising.	106 50	\$136 50
Sept. 29, 1874	Evan Lyons	do	170 63	
Nov. 28, 1874		do	160 00	
Mar. 22, 1875		do	685 56	
Mar. 15, 1875		John F. Cook, collector, taxes	1, 679 97	
Apr. 1, 1875		J. D. McGill, advertising.	10 69	2, 606 25
Aug. 21, 1874	G. F. Adams	Insurance		5 00
Sept. 1, 1874	B. Mackall	Burns & Tyler, insurance	90 00	
Jan. 15, 1875		G. W. Stickney, legal summons	22 00	
Feb. 10, 1875		B. H. Warner, auctioneer, fees and advertising.	177 00	
Mar. 22, 1875		do	137 25	
Mar. 17, 1875		John F. Cook, collector, taxes.	276 40	709 65
Aug. 7, 1875	Nathaniel L. Wright	Clerk of court, Alexandria, Va., record fees.		9 25
Nov. 26, 1875	R. H. Darby	Acknowledgment to answer in equity		50
Aug. 11, 1874	Geo. Mattingly	R. W. Tyler, insurance	20 00	
Aug. 6, 1875	(See page 13)	do	20 00	
Nov. 30, 1875		R. S. Boswell, stenographer charges	5 00	
Jan. 22, 1876		B. H. Warner, auctioneer, fees and advertising.	183 50	224 50
July 31, 1875	Elizabeth Barrett	R. W. Tyler, insurance		7 50
Aug. 23, 1875	G. H. Stowell	B. H. Warner, auctioneer, fees and advertising.	173 87	
Sept. 9, 1875		Acknowledging and recording deed.	2 00	
Sept. 10, 1875		John F. Cook, collector, taxes.	157 73	333 60
Aug. 11, 1874	George B. Coburn	Insurance		15 00
Feb. 10, 1875	J. L. Kervand	B. H. Warner, auctioneer, fees and advertising.		9 75
Oct. 9, 1874	Mary C. Young	A. S. Pratt & Son, insurance	45 00	
Feb. 17, 1875		Burns & Tyler, insurance	45 00	90 00
Nov. 3, 1874	Eliza Meridith	do		7 50
Nov. 2, 1874	Joseph M. Dant	A. S. Pratt & Son, insurance		3 75
July 29, 1874	William Nelson	J. T. Wormley, advertising		21 00
Nov. 24, 1874	Thomas Payne	A. S. Pratt & Son, insurance		4 50
Oct. 24, 1874	F. and S. Brooks	do		4 50
July 17, 1874	Annette Jordan	do	30 00	
July 17, 1874		Burns and Tyler, insurance	30 00	
Nov. 12, 1874		J. T. Wormley, auctioneer, fees and advertising.	165 31	
Nov. 17, 1874		John F. Cook, collector, taxes.	328 45	553 76
Apr. 6, 1875	W. A. Ballard	do	231 55	
June. 7, 1875		B. H. Warner, auctioneer, fees and advertising.	90 00	321 55
Dec. 26, 1874	} T. W. Cordoza and } } Virginia Williams. }	W. M. Chamberlain, insurance	54 00	
Dec. 3, 1875		A. S. Pratt & Son, insurance	52 50	106 50
Jan. 23, 1875	C. H. Holden	Burns & Tyler, insurance	15 00	
Jan. 24, 1876		R. W. Tyler, insurance	15 00	
May 8, 1875		Substituting trustee	24 00	54 00
May 19, 1875	Ben. Lannum	A. S. Pratt & Son, insurance		5 00
Dec. 29, 1874	Fifth Baptist Church	F. T. Rawlings, insurance		42 00
Sept. 23, 1874	Lucy A. Reed	Protest-fees	1 87	
Mar. 24, 1875		Protest-fees, E. F. M. Faculty	1 99	
Apr. 14, 1875	G. P. Hopkins	John H. Cook, court-fees		3 26
Jan. 30, 1875	B. Nixon	T. M. Hanson, insurance		15 00
Aug. 27, 1875	A. C. Bradley	James E. Griffith, charges for taking deposition.	10 60	10 00
Sept. 14, 1875		F. P. B. Sands, examiners' fees	30 00	
Dec. 24, 1875	Alex. Sutherland	J. C. Lewis, insurance		40 60
July 15, 1875	A. Langdon	B. H. Warner, auctioneer, fees and advertising.	38 50	74
Oct. 7, 1875		R. M. Waters, printing 30 briefs	5 00	
Nov. 6, 1874	C. P. Bailey, treasurer	John H. Cook, protest-fees	2 00	43 50
Jan. 7, 1875		do	2 00	
Jan. 13, 1875		do	1 98	
Feb. 10, 1875		E. F. M. Faculty, protest-fees	2 00	
Oct. 6, 1875		do	1 99	9 97

5.—Statement of expenses incurred in connection with loans, &c.—Continued.

Date.	Loan.	Nature of expense.	Amount.	Total.
WASHINGTON BRANCH—Continued.				
June 18, 1875	Albert Gaines	E. F. M. Faehy, protest-fees		\$2 21
July 14, 1875	Lewis Bryant	Insurance	\$6 00	
July 31, 1875		F. T. Rawlings, insurance	6 00	
July 3, 1875	C. H. Holden .....	.....do.....		12 00
Aug. 11, 1874	Elizabeth Nell	Protest-fees		20 00
Feb. 9, 1875	R. H. Hall	C. N. Thomas, trustees' fees	193 75	2 00
Feb. 10, 1875		B. H. Warner, auctioneer, fees and advertising	321 00	
Mar. 1, 1875		Burns & Tyler, insurance	65 00	
Mar. 2, 1875		Taxes	870 83	1,450 58
July 30, 1874	Thomas M. Healy	A. S. Pratt & Son, insurance	22 50	
Aug. 2, 1875		.....do.....	22 50	
Feb. 10, 1875	Eugene S. Calvert	B. H. Warner, auctioneer, fees and advertising		45 00
Dec. 29, 1874	Samuel Strong	E. F. M. Faehy, protest-fees		247 24
Nov. 2, 1874	G. R. Price	John H. Cook, attorney, appointing trustee	23 00	2 11
Jan. 16, 1875		W. H. Pope, advertising	6 00	
Jan. 29, 1875		J. C. Lewis, insurance	15 33	44 33
Sept. 29, 1874	W. M. Pumphrey	B. H. Warner, auctioneer, fees and advertising	274 51	
Oct. 1, 1874		W. L. Bramhall, insurance	11 25	
Oct. 9, 1874		.....do.....	11 25	297 01
Aug. 8, 1874	James T. Pike	Roofing house	150 00	
Sept. 21, 1875		H. Brooke, copy deed of trust	2 00	
Nov. 3, 1875		Carriage-hire to attend sale	6 00	
Dec. 11, 1875		.....do.....	8 00	
Jan. 20, 1876		W. R. Woodward, expenses of sale	202 50	368 50
Aug. 8, 1874	Saint James Parish	W. W. Burlette, prior incumbrance	483 40	
Aug. 8, 1874		Interest on same	17 32	
Nov. 5, 1874		John H. Cook, attorney, protest-fees	1 85	502 57
Aug. 11, 1875	James B. Carter	John H. Cook, attorney, retainer and costs		21 00
Oct. 27, 1875	Rudolph Lobaiser	John H. Cook, attorney, part retainer and costs		7 00
July 16, 1874	R. I. Fleming	Recording	5 00	
Jan. 5, 1876		J. T. Wormley, auctioneer, fees and advertising	243 42	
Sept. 18, 1874		A. S. Pratt, insurance	7 00	
Nov. 3, 1875		Enoch Totten, costs in suit	11 00	266 42
Aug. 17, 1875	D. A. Connolly	E. F. M. Faehy, protest-fees		1 99
Sept. 3, 1874	Caroline Kaiser	Burns & Tyler, insurance	15 00	
Aug. 23, 1875		R. H. Warner, auctioneer, fees and advertising	116 00	
Aug. 30, 1875		Acknowledgment to answer	1 00	
Nov. 9, 1875		R. W. Tyler, insurance	55 00	187 00
Mar. 12, 1875	James T. Pike	J. C. Lewis, insurance	18 00	
Oct. 20, 1875		G. W. Stickney, auctioneer, fees and advertising	145 50	
Oct. 22, 1875		John F. Cook, collector, taxes	200 47	363 97
Oct. 27, 1875	Charles R. Douglass	John H. Cook, attorney, costs and retainer		21 00
June 14, 1875	Robert T. Arlow	E. F. M. Faehy, protest-fees		2 23
Oct. 20, 1875		John H. Cook, attorney, part costs and retainer		7 00
Apr. 12, 1875	W. Reynolds	Burns & Tyler, insurance		12 50
Nov. 17, 1874	Essex Roberts	Samuel Cross, insurance		6 25
Nov. 11, 1874	Clifford Arrick	E. F. M. Faehy, protest-fees		2 11
Dec. 23, 1874	John B. Stevenson	Burns & Tyler, insurance	22 50	
Dec. 23, 1875		.....do.....	22 50	45 00
Feb. 10, 1870	R. M. Hall	B. H. Warner, auctioneer, fees and advertising		39 00
Nov. 3, 1875	S. C. Pomeroy	Enoch Totten, attorney, costs in suit		11 00
Jan. 13, 1875	James B. Carter	J. T. Wormley, auctioneer, fees and advertising	142 49	
Feb. 1, 1875		Nicholas Hopp, trustees' fees	122 00	264 49
Dec. 14, 1874	C. W. Havenner & Co.	A. S. Pratt & Son, insurance	18 75	
Dec. 18, 1875		.....do.....	18 75	

5.—Statement of expenses incurred in connection with loans, &c.—Continued.

Date.	Loan.	Nature of expense.	Amount.	Total.
WASHINGTON BRANCH—Continued.				
Jan. 22, 1876		B. H. Warner, auctioneer, fees and advertising.	\$73 06	
Jan. 24, 1876		B. H. Warner, taxes.	73 06	
Jan. 24, 1876		W. F. Mattingly, trustees' commissions	54 19	
Jan. 24, 1876		W. F. Mattingly, acknowledging release	56 25	
			50	\$221 50
Sept. 29, 1874	Boughton & Moore.	B. H. Warner, auctioneer, fees and advertising.		126 48
Nov. 28, 1874	Thomas A. Talbot	do		141 75
May 25, 1875	A. T. C. Dodge	J. J. Johnson, examiner in chancery	10 00	
Oct. 7, 1875		R. M. Waters, printing 30 briefs.	9 00	
Dec. 11, 1875		R. W. Tyler, insurance.	10 00	
				29 00
June 12, 1875	L. M. Stewart	C. W. Howard, insurance	12 00	
Aug. 5, 1875		J. T. Wormley, auctioneer, fees and advertising.	148 55	
Sept. 9, 1875		Recording and acknowledging release	2 00	
Sept. 10, 1875		John F. Cook, collector, taxes	52 62	
				215 17
June 9, 1875	Francis Wright	John H. Cook, attorney, protest.		1 97
Dec. 5, 1874	Juan Boyle & Co.	G. W. Stickney, insurance	315 00	
Dec. 19, 1874		Recording-fees	2 50	
Jan. 2, 1875		D. F. Hamlink & Co., insurance	87 50	
Oct. 16, 1875		John L. Ginck, advertising	4 25	
Dec. 11, 1875		F. T. Browning, taking testimony	15 00	
Dec. 14, 1875		R. S. Boswell, stenographers' charges	28 42	
				452 67
Sept. 12, 1874	James G. Naylor	Recording fees		50
Jan. 24, 1876	Leonard C. Bailey	J. T. Wormley, advertising		67 30
Dec. 1, 1874	R. M. Lane	Recording		2 00
Dec. 21, 1874	J. B. Wright	Recording-fees	2 75	
Feb. 10, 1875		John H. Cook, attorney, retainer, (Ingersoll note.)	10 00	
				12 75
Apr. 2, 1875	Ortway Nichols	A. S. Pratt & Son, insurance		6 75
Sept. 16, 1875	James Cushenbury	do		15 00
Jan. 8, 1875	George H. Dyer	Recording-fees		1 75
July 19, 1875	George F. Muth	do		2 50
July 19, 1875	Leonidas Scott	do		1 75
Aug. 14, 1875	T. N. Gill	do		2 50
Sept. 23, 1875	W. H. Gunnison	Taxes on Douglas property	65 26	
Sept. 25, 1875		B. H. Warner, auctioneer, fees and advertising.	83 65	
				148 91
Feb. 6, 1875		A. S. Pratt & Son, insurance		8 00
				24,522 11
AVAILABLE FUND.				
Nov. 2, 1874	S. P. Brown & Son	E. Totten, attorney, court-fees		13 00
Feb. 10, 1875	F. H. Gassaway	John H. Cook, attorney, retainer		10 00
Feb. 10, 1875	F. T. Howe	do		10 00
Feb. 10, 1875	T. H. Williams	do	10 00	
		John H. Cook, attorney, protest fees.	1 87	
				11 87
Feb. 10, 1875	R. M. Hall	John H. Cook, attorney, retainer		10 00
Feb. 10, 1875	James T. Benedict	do	10 00	
		E. F. M. Faehly, protest-fees	2 00	
				12 00
Feb. 10, 1875	R. I. Fleming	John H. Cook, attorney, retainer		10 00
Feb. 10, 1875	R. W. Waters	do		10 00
Feb. 10, 1875	C. R. Douglass	do		10 00
May 8, 1875	H. Lacy	John H. Cook, attorney, substitute trustee.		23 00
May 8, 1875	Arthur Flynn	John H. Cook, attorney, retainer.	10 00	
		John H. Cook, attorney, court-costs	11 00	
				21 00
May 2, 1875	Joseph Brooks	do	11 00	
		John H. Cook, attorney, retainer	10 00	
				21 00
May 8, 1875	John E. Clark	do	10 00	
		John H. Cook, attorney, court-costs	11 00	
				21 00
May 2, 1875	F. S. Lamson	John H. Cook, attorney, retainer	10 00	
		John H. Cook, attorney, court-costs	12 00	
				22 00
May 2, 1875	Arthur Simmons	do	11 00	
		John H. Cook, attorney, retainer	10 00	
				21 00

5.—Statement of expenses incurred in connection with loans, &c—Continued.

Date.	Loan.	Nature of expense.	Amount.	Total.
AVAILABLE FUND—Continued.				
May 8, 1875	C. R. Douglass	John H. Cook, attorney, retainer.....	\$10 00	
		John H. Cook, attorney, court-costs....	12 00	
May 8, 1875	Moses Orr	do	13 00	\$22 00
		John H. Cook, attorney, retainer	10 00	
May 8, 1875	George Simms	do	10 00	23 00
		John H. Cook, attorney, court-costs....	11 00	
May 26, 1875	D. Fisher & Son	do	12 00	21 00
		John H. Cook, attorney, retainer	10 00	
Aug. 11, 1875	George H. Newman	do	10 00	21 00
		John H. Cook, attorney, court-costs....	11 00	
Aug. 11, 1875	Newman & Middleton	do	12 00	22 00
		John H. Cook, attorney, retainer	10 00	
Aug. 11, 1875	Williams & Becket	do	10 00	22 00
		John H. Cook, attorney, court-costs....	12 00	
Oct. 5, 1875	James A. Nelson	do	11 00	21 00
		John H. Cook, attorney, retainer	10 00	
Oct. 16, 1875	J. V. W. Vandenberg	John L. Ginck, advertising		4 25
Oct. 27, 1875	P. O. Jenkins	John H. Cook, attorney, retainer	10 00	
		John H. Cook, attorney, court-costs....	11 00	21 00
Nov. 9, 1875	R. Gleed	Citizens' Nationa. Bank, protest-fees ..		3 09
Jan. 24, 1876	C. W. Hayden	J. T. Wormley, advertising and auc- tioneer-fees.		36 37
Jan. 31, 1876	A. Mackintosh	John H. Cook, attorney, retainer	10 00	23 00
		John H. Cook, attorney, court-costs....	13 00	
Jan. 31, 1876	J. C. Lay	do	11 00	21 00
		John H. Cook, attorney, retainer	10 00	
Jan. 31, 1876	E. R. Haight	do	10 00	21 00
		John H. Cook, attorney, court-fees	11 00	
Jan. 31, 1876	F. H. Gassaway	John H. Cook, attorney, retainer	10 00	21 00
		John H. Cook, attorney, court-fees....	11 00	
Jan. 31, 1876	I. S. Washington	do	11 00	21 00
		John H. Cook, attorney, retainer	10 00	
Aug. 24, 1874	T. W. Miller	Protest-fees		1 99
		Total		573 57
ADDITIONAL REAL ESTATE.				
Dec. 22, 1875	A. H. Parry	Taxes		13
Dec. 24, 1875	George Mattingly	Stenographer's charges		17 50
Dec. 30, 1875	T. W. Osborne	Taxes		26 30
		Total		43 93
BEAUFORT BRANCH.				
Sept. 9, 1874	Sea-Island Hotel	First mortgage	4,270 28	4,285 28
April 16, 1874		Court-fees	15 00	
May 24, 1875	Holmes's Mills	Repairs		4 90
May 24, 1875	Pollitzer	Pollitzer mortgage, recording		4 50
May 24, 1875	McCrae	Taxes		281 08
May 24, 1875	Kingman	Amount allowed by United States court to assignee.		1,640 08
		Total		6,215 84
JACKSONVILLE BRANCH.				
July 7, 1875	Reed lot-case	W. A. McLean, attorney-fees	95 50	140 00
		recording deeds	9 50	
		Commissions on the sale	35 00	

5.—Statement of expenses incurred in connection with loans, &c.—Continued.

Date.	Loan.	Nature of expense.	Amount.	Total.
JACKSONVILLE BRANCH—Continued.				
Oct. 11, 1875	R. B. Little.....	Taxes	\$71 50	
		Recording deed.....	3 00	
				\$74 50
				214 50
Total expenses incident to loans				31,569 95
Deduct error, (see page 3)				788 51
Balance total loan expenses				30,781 44

RECAPITULATION.

Auctioneers' fees and advertising	\$8,195 28
Taxes	11,308 57
Attorneys' fees and costs	1,114 25
Insurance	2,344 02
Miscellaneous	709 16
Trustees' commissions	699 08
Prior incumbrances	4,771 00
Allowed by United States court to assignees of Kingman	1,640 08
	30,781 44

6. Statement of expenses incident to protection of property owned by the Freedman's Savings and Trust Company, and of property transferred in payment of loans and bought in at trustee's sale to protect interests of depositors.

Date.	Object.	Amount.
<i>Fifteenth-and-a-half street and Pennsylvania avenue, Washington.</i>		
1874.		
Dec. 4	Repairs	\$71 32
1875.		
Mar. 25	Insurance	17 00
May 6	Painting	35 00
July 31	Insurance	26 25
Sept. 7	Repairs	10 00
7	do	20 00
14	do	21 00
		200 57
<i>Bank building, Washington.</i>		
1874.		
Oct. 6	Coal	793 26
Oct. 6	Putting in coal	68 00
Oct. 6	Coal	87 00
Oct. 6	Laying sewer	62 97
Oct. 6	Henry Mason, services as engineer, 3 months, at \$60 per month	180 00
Oct. 30	Repairs to roof	131 50
Oct. 30	Henry Mason, services as engineer	60 00
Oct. 30	George Green, services as fireman	18 00
Nov. 2	Wood	6 50
Nov. 7	Taxes on square No. 221 for 1874	4,602 07
Nov. 9	Taxes on square No. 221 for 1875	6,601 21
Nov. 28	H. Mason, services as engineer	60 00
Nov. 28	George Green, services as fireman	45 00
Dec. 11	Insurance	50 00
Dec. 26	H. Mason, services as engineer	60 00
Dec. 26	George Green, services as fireman	45 00
1875.		
Jan. 6	Grate	5 00
Jan. 16	Plumbing	2 95
Jan. 30	H. Mason, services as engineer	60 00
Jan. 30	George Green, services as fireman	45 00
Feb. 2	Plumbing	12 07
Feb. 2	Wood	7 00
Feb. 27	H. Mason, as engineer	60 00
Feb. 27	George Green, as fireman	45 00
Mar. 11	Plumbing	36 63
Mar. 30	H. Mason, as engineer	60 00

6.—Statement of expenses incident to protection of property, &c.—Continued.

Date.	Object.	Amount.
<i>Bank building, Washington—Continued.</i>		
1875.		
Mar. 30	George Green, as fireman	\$45 00
April 29	do	45 00
April 29	H. Mason, as engineer	60 00
April 29	Repairs on roof	11 00
May 22	George Green, as fireman	18 00
May 26	Fire-brick and clay	3 03
May 28	H. Mason, as engineer	60 00
June 19	Repairs to engine	2 73
June 19	Labor	3 00
June 25	do	4 50
June 25	Plumbing	12 15
June 30	H. Mason, as engineer	60 00
July 9	Repairing boiler	32 00
July 31	H. Mason, as engineer	60 00
Aug. 24	Shovels	3 00
Aug. 30	H. Mason, as engineer	60 00
Sept. 7	Coal	318 50
Sept. 7	Inspection of coal	3 03
Sept. 7	Labor, putting in coal	27 00
Sept. 11	Coal	450 86
Sept. 11	Labor, putting in coal	29 00
Sept. 29	H. Mason, as engineer	60 00
Oct. 16	One-half taxes on square No. 221 for 1876	1,473 93
Oct. 20	Plumbing	13 22
Oct. 30	H. Mason, as engineer	60 00
Oct. 30	George Green, as fireman	45 00
Nov. 1	Plumbing	30 25
Nov. 20	Insurance	50 00
Nov. 29	H. Mason, as engineer	60 00
Nov. 29	George Green, as fireman	45 00
Dec. 17	Plumbing	24 25
Dec. 24	H. Mason, as engineer	60 00
Dec. 24	George Green, as fireman	45 00
1876.		
Jan. 6	Rubber for regulator	1 00
Jan. 22	Steam pump	518 75
Jan. 25	H. Mason, as engineer	60 00
Jan. 28	George Green, as fireman	45 00
		17,103 44
<i>Property at Nashville, Tenn.</i>		
1874.		
Oct. 6	Taxes	300 00
Oct. 7	Water-tax	6 00
Oct. 8	Gas	26 50
Oct. 8	Insurance	130 00
Dec. 3	do	100 00
1875.		
Nov. 24	do	100 00
Dec. 6	Coal	16 90
1876.		
Jan. 10	Janitor's pay	13 00
Jan. 10	Broom	50
		692 90
<i>Property at Charleston, S. C.</i>		
1874.		
Nov. 13	Insurance	31 25
Dec. 30	Taxes	136 68
1875.		
April 16	do	206 70
April 17	Repairs	2 50
May 24	Commissions on collecting rents	1 50
May 24	Repairs	14 45
		393 08
<i>Property at Vicksburgh, Miss.</i>		
1874.		
Oct. 8	Gas	4 50
Dec. 29	do	4 05
1875.		
Jan. 16	do	2 25
Feb. 11	do	90
Feb. 11	Insurance	100 00
Mar. 11	do	100 00
Mar. 11	Gas	1 35
Mar. 30	do	45

6.—Statement of expenses incident to protection of property, &c.—Continued.

Date.	Object.	Amount.
<i>Property at Vicksburgh, Miss.—Continued.</i>		
1875.		
April 6	Gas	\$1 80
May 8	do	6 00
Aug. 11	do	45
Aug. 6	do	1 35
Nov. 8	do	5 40
Dec. 6	Tin roof to bank building.....	360 85
Dec. 17	Gas	90
		585 15
<i>Property at Beaufort, S. O.</i>		
1875.		
Feb. 5	Taxes	209 77
April 16	Repairs	6 00
April 16	Watchman, February and March, 1875, at \$30 per month	60 00
May 24	Repairs	5 00
May 24	W. H. Lockwood, expenses traveling, \$81.35; stationery, \$2.10	83 45
July 7	Repairs	4 86
July 16	W. H. Lockwood, expenses, \$16.10; affidavits, \$5	21 10
July 16	Rent post-office box	7 96
1876.		
Jan. 22	Taxes, in part	270 76
		668 90
<i>Sea Island Hotel property, Beaufort.</i>		
1875.		
May 24	Joseph Fields, as watchman	25 00
May 25	Insurance	250 00
July 7	Joseph Fields, as watchman	46 66
July 7	Repairs	10 00
Dec. 4	Taxes	249 70
		581 36
<i>Property at Jacksonville, Fla.</i>		
1874.		
Sept. 30	Insurance	62 50
Oct. 6	do	37 50
Oct. 26	do	87 50
Dec. 1	Taxes	707 67
Dec. 15	Insurance	41 25
Dec. 26	do	43 75
1875.		
Feb. 11	Gas	29 40
Feb. 11	Advertising property	6 00
May 11	Abstract of title	15 00
May 11	Cleaning building, and repairs on bank building	86 83
Jan. 5	Janitor, \$6; wire, 25 cents; gas for May, \$12.24; commissions, \$9.25	27 74
July 7	Glass, \$2.15; work, 35 cents; gas, \$4.32	6 82
July 7	Commissions collecting rents	7 15
Aug. 11	Gas, \$5.04; janitor, \$12; repairs, \$20.20; numbering stores, \$1	38 24
Aug. 11	Commissions collecting rents	11 59
Sept. 11	Janitor, \$6; commissions, \$7.49	13 49
Sept. 27	Insurance	100 00
Oct. 11	Janitor, \$6; gas, \$5.76; cleaning yard, 25 cents	12 01
Oct. 11	Commissions collecting rents	7 45
Nov. 11	Gas, \$5.76; janitor, \$6; use of broom and rake, \$1.50; commissions, \$10.30	23 56
Nov. 20	Insurance	87 50
Dec. 11	do	41 25
Dec. 24	do	37 50
Dec. 30	Taxes	407 00
		1,938 70
<i>Property at Memphis, Tenn.</i>		
1874.		
Oct. 6	Taxes	60 16
Dec. 31	do	88 20
		148 36
<i>Property at Baltimore, Md.</i>		
1874.		
Oct. 6	Taxes	258 72
1875.		
Jan. 16	Coal	14 00
Jan. 16	Water-tax	13 00
Jan. 28	Gas	1 65
Feb. 11	Coal	7 00

6.—Statement of expenses incident to protection of property, &c.—Continued.

Date.	Object.	Amount.
<i>Property at Baltimore, Md.—Continued.</i>		
1875.		
Feb. 26	Gas	\$1 36
Feb. 27	Coal	7 25
May 8	Coal, \$11.12; commissions collecting rents, \$1.50	12 62
Aug. 13	Commissions collecting rents	4 43
		320 11
<i>Property at Chattanooga, Tenn.</i>		
1874.		
Dec. 8	Taxes	125 00
<i>Property at Tallahassee, Fla.</i>		
1874.		
Dec. 22	Taxes	107 20
1875.		
Oct. 11	Commissions collecting rents	1 00
Oct. 23	Taxes	24 00
Dec. 11	Commissions collecting rents	1 00
1876.		
Jan. 10	State and county taxes	98 00
Jan. 11	Commissions collecting rents	1 00
		232 20

Properties transferred to Freedman's Savings and Trust Company in payment of loans and bought in at trustee's sale to protect the interests of depositors.

Date.	Object.	Amount.
<i>Property on S street, Washington, D. C.</i>		
1874.		
Oct. 6	Plumbing	\$3 00
	8. Repairs	1 25
	29. Repairs	10 15
Nov. 13	Repairs	13 65
	20. Interest on mortgage	250 38
	28. Taxes	586 07
Dec. 10	Repairs	4 75
1875.		
Jan. 7	Commissions on collecting rents	1 25
Feb. 6	Repairs	12 25
	11. Interest on mortgage	250 38
Mar. 11	Commissions on collecting rents	1 25
April 9	Painting roofs	20 00
	13. Commissions on collecting rents	3 75
May 14	Commissions on collecting rents	3 75
June 12	Commissions on collecting rents	3 75
July 9	Interest on mortgage	250 38
	14. Plumbing	11 35
	14. Commissions on collecting rents	3 75
	14. Repairing lock	1 10
Aug. 11	Commissions on collecting rents	3 75
	11. Commissions on collecting rents	1 00
Oct. 12	Commissions on collecting rents	2 50
	16. Taxes	64 15
Nov. 12	Commissions on collecting rents	3 50
	Cleaning houses	2 50
	Keys	2 00
Dec. 11	Commissions on collecting rents	3 75
1876.		
Jan. 12	Commissions on collecting rents, \$3.50; interest on mortgage, \$250.38	253 88
		1,769 24
<i>Property corner of Vermont avenue and I street.</i>		
1874.		
Nov. 9	Taxes	\$1,008 84
	10. Taxes	145 09
	12. Taxes	28 39
		1,182 32
	28. Preparing deed, B. H. Warner	\$5 00
1875.		
June 25	Water-tax	32 43
	29. Acknowledgment	50
July 8	Acknowledgment	50
	10. Recording deeds	3 00
Sept. 11	Taxes	91 57
Oct. 16	One-half taxes for 1876	30 23
		163 23
		1,345 55

Property No. 908 8th street.

1874.			
Oct.	12.	Repairs	\$13 22
	13.	Repairs	295 00
Nov.	2.	Taxes	74 99
	9.	Taxes	100 98
	28.	Deed by B. H. Warner	5 00
1875.			
June	4.	Insurance	25 00
	25.	Taxes	91 00
	30.	Taxes	49 10
			<hr/>
			\$654 29

Property of Mary C. Young, Potomac City.

1874.			
Nov.	2.	Taxes	74 25
	9.	Taxes	105 57
	28.	Deed by B. H. Warner	5 00
1875.			
July	14.	Justice Webster issuing notice against Young	10 00
	31.	Insurance	17 50
Aug.	2.	Insurance	10 00
	11.	Ejectment costs	3 00
Oct.	12.	Carriage-hire to visit property	7 00
	12.	George F. Anderson, watchman	5 00
	16.	One-half taxes for 1876	28 13
Nov.	20.	Insurance	15 00
Dec.	11.	Dispossessing Young and wife	50 00
	11.	George F. Anderson, watchman	20 00
	11.	George F. Anderson, watchman	20 00
	11.	Coal	1 00
	11.	Wood	1 75
1876.			
Jan.	12.	George F. Anderson, watchman	44 00
	12.	Stove	5 00
	12.	Wood	2 25
			<hr/>
			424 45

Property of F. F. Lee, corner Bridge and Green streets, Georgetown.

1874.			
Nov.	2.	Taxes	118 95
Dec.	8.	Insurance	11 25
1875.			
June	12.	Recording deed	1 50
	14.	Acknowledgment	50
	25.	Taxes	94 25
July	29.	W. J. Wilson, justice of the peace, fees	4 05
Oct.	16.	One-half taxes for 1876	24 60
	30.	John H. Cook, attorney, retainer	10 00
Nov.	9.	Insurance	13 00
			<hr/>
			278 10

Property corner Third street and New York avenue.

1874.			
Nov.	7.	Advertising	71 75

Property No. 733 Seventh street, southeast.

1874.			
Oct.	20.	Insurance	15 00
Nov.	2.	Taxes	32 97
	9.	Taxes	22 96
	28.	Deed by B. H. Warner	5 00
1875.			
April	24.	Repairs	25 00
June	29.	Acknowledgment	50
July	3.	Recording deed	1 50
	14.	Commissions on collecting rent	60
Aug.	11.	Commissions on collecting rent	60
Sept.	11.	Commissions on collecting rent	60
Oct.	2.	Repairs	20 00
	12.	Commissions on collecting rent	1 25
	30.	Insurance	15 00
	16.	One-half taxes 1876	6 08
Nov.	12.	Commissions on collecting rent	60
	12.	Excavating	1 00
1876.			
Jan.	12.	Commissions on collecting rent	60
			<hr/>
			149 86

Lot No. 14, property on Vermont avenue, near S street.

1874.			
Oct.	12.	Insurance	11 95
Nov.	2.	Taxes	27 57
	10.	Commissions on collecting rents	75
	28.	Deed by B. H. Warner	5 00
Dec.	11.	Taxes	4 25
1875.			
Jan.	8.	Commissions on collecting rents	75
Feb.	11.	Commissions on collecting rents	60
	11.	Water tax	16 02
	18.	Laying sewer	33 00
May	6.	Taxes	31 86

Lot No. 14, property on Vermont avenue, near S street—Continued.

1875.			
June	12.	Commissions collecting rents	\$0 60
	25.	Taxes	3 56
July	8.	Acknowledgment	50
	10.	Recording deed	1 50
	14.	Commissions collecting rents	60
Aug.	11.	Commissions collecting rents	60
Sept.	11.	Commissions collecting rents	60
	11.	Scavenger	3 00
	29.	Insurance	11 25
Oct.	12.	Summons to vacate	3 00
	16.	One-half taxes 1876	6 21
Nov.	12.	Commissions collecting rents	1 20
Dec.	11.	Commissions collecting rents	60
1876.			
Jan.	12.	Commissions collecting rents	94
			\$165 21

Lot No. 15, property Vermont avenue, near S street.

1874.			
Oct.	12.	Insurance	11 25
Nov.	10.	Commissions collecting rents	75
	20.	Taxes	26 93
	28.	Preparing deed, by B. H. Warner	5 00
Dec.	11.	Taxes	7 73
1875.			
Feb.	11.	Commissions collecting rents	75
	11.	Water-tax	16 02
	18.	Laying sewer	33
Mar.	1.	Summons to vacate	3 00
May	6.	Taxes	2 45
June	12.	Commissions collecting rents	60
	26.	Taxes	3 56
July	8.	Acknowledgment	50
	10.	Recording deed	1 50
	14.	Commissions collecting rents	60
Aug.	11.	Commissions collecting rents	60
Sept.	11.	Commissions collecting rents	60
	29.	Insurance	11 25
Oct.	12.	Commissions collecting rents	1 20
	12.	Summons to vacate	3 00
	12.	Removing out-building	50
	16.	One-half taxes for 1876	6 06
Dec.	11.	Commissions collecting rents	60
1876.			
Jan.	12.	Commissions collecting rents	60
			138 05

Property Twenty-first street, between N and O streets.

1874.			
Oct.	26.	Insurance	3 00
Nov.	2.	Taxes	8 59
	10.	Taxes	134 96
1875.			
Jan.	21.	Measuring damages	5 00
June	29.	Acknowledgment	50
July	10.	Recording deed	1 50
Sept.	22.	Measuring damages	37
	22.	Measuring damages	4 03
Oct.	16.	One-half taxes for 1876	2 17
			160 12

Property No. 1318 Twenty-first street, between N and O streets.

1874.			
Nov.	10.	Taxes	271 38
	28.	Preparing deed, by B. H. Warner	5 00
1875.			
Jan.	21.	Measuring damages	5 00
Mar.	23.	Tax advertising	8 00
June	29.	Acknowledgment	50
July	10.	Recording deed	1 50
Sept.	22.	Measuring damages	4 95
Oct.	16.	One-half taxes for 1876	3 85
			300 18

Property Barry farm.

1874.			
Nov.	28.	Taxes	7 32
1875.			
June	12.	Recording deed	1 50
	14.	Acknowledgment	50
July	16.	One-half taxes for 1876	3 00
			12 32

Property West street, Georgetown.

1874.			
Dec.	29.	Insurance	9 00
1875.			
Jan.	16.	Tax-certificates	64 90
	21.	Measuring damages	3 47

Property, West street, Georgetown—Continued.

1875.			
Feb.	13.	Commissions for collecting rents	\$1 50
Apr.	24.	Taxes	108 20
May	12.	Examination of title	5 00
June	4.	Recording fees	3 25
	5.	Commissions on sale of property	46 82

\$242 14

Property, Howard University Hill.

1874.			
Dec.	15.	Insurance	30 00
— 1875.			
Mar.	6.	Key and cedar plug	2 00
	15.	Coal	1 40
	15.	Wood	10
	15.	J. W. Alvord, watching house	4 50
June	12.	Recording deed	1 50
	14.	Thomas Carter, repairs	74 50
	14.	Acknowledgment	50
	19.	Thomas Carter, repairs	22 00
	19.	Grading	112 00
	21.	Grading	197 50
	25.	Grading	107 75
	25.	Plumbing	300 00
	25.	John H. Cook, attorney, costs	12 75
	25.	Dixon & James, painting	200 00
	30.	Repairs to stoves	15 00
	30.	Dixon & James, painting	92 00
	30.	John Steward, watchman	14 00
July	9.	Ralph Wormley, plastering and cleaning	20 00
	29.	Insurance	22 50
	29.	Insurance	22 50
	29.	John Steward, watchman	15 00
Sept.	1.	John Steward, watchman	10 00
Oct.	1.	John Steward, watchman	10 00
	20.	Measuring damages	5 00
	20.	James Talty, plumbing	9 00
	16.	One-half taxes for 1876	67 87
Nov.	3.	John Steward, watchman	5 00
Dec.	9.	John Steward, watchman	5 00
1876.			
Jan.	3.	John Steward, watchman	5 00

1,384 37

Property, No. 456 New Jersey avenue southeast.

1874.			
Nov.	28.	Preparing deed	5 00
— 1875.			
Jan.	14.	Insurance	13 50
	8.	Repairs	30 12
	8.	Commissions for collecting rents	2 12
Feb.	11.	Commissions for collecting rents	1 25
	11.	Taxes	156 67
Mar.	11.	Commissions for collecting rents	1 25
Apr.	13.	Commissions for collecting rents	1 25
May	14.	Commissions for collecting rents	1 25
June	12.	Commissions for collecting rents	4 50
	25.	Taxes	10 21
	25.	Water taxes	3 49
	30.	Acknowledgment	5 50
July	10.	Recording deed	1 50
	14.	Whitewashing	10 00
	14.	Plumbing	3 00
	14.	Commissions collecting rents	1 25
Aug.	11.	Bell-trap	5 00
	11.	Commissions collecting rents	1 25
Sept.	11.	Commissions collecting rents	1 25
Oct.	12.	Commissions collecting rents	1 25
	12.	Plumbing	3 00
	12.	Gas	83
	20.	Plumbing	16 30
	16.	½ taxes for 1870	17 77
Dec.	11.	Commissions for collecting rents	1 25
1876.			
Jan.	6.	Insurance	7 50
	10.	Insurance	6 00
	14.	Commissions collecting rents	1 88

310 14

Property No. 812 Tenth street.

1875.			
Feb. :	6.	Taxes	204 38
	6.	Advertising taxes	13 32
	6.	Taxes	404 41
	13.	Insurance	16 00
Mar.	11.	Commissions collecting rents	1 00
Apr.	13.	Commissions collecting rents	1 00
May	14.	Commissions collecting rents	1 00

Property No. 812 Tenth street—Continued.

1875.		
June	12. Commissions collecting rents	\$1 00
	19. Acknowledging and recording deed	2 00
July	14. Repairs	1 50
	14. Commissions for collecting rents	1 00
Aug.	11. Commissions for collecting rents	1 00
Sept.	11. Commissions for collecting rents	1 00
Oct.	12. Commissions for collecting rents	1 00
	16. $\frac{1}{2}$ taxes for 1876	19 91
1876.		
Jan.	12. Commissions for collecting rents	1 00
	12. Repairs	10 00

\$680 52

Property No. 205 A street.

1875.		
Mar.	11. Commissions collecting rents	7 01
	11. Stove	50 00
	11. Plumbing	9 75
Apr.	13. Commissions collecting rents	2 50
May	14. Repairs	2 00
	14. Commissions collecting rents	2 50
June	12. Commissions collecting rents	2 50
	12. Recording deed	1 50
	14. Acknowledgment	50
July	14. Commissions collecting rents	2 50
Sept.	11. Commissions collecting rents	2 50
Oct.	12. Commissions collecting rents	2 50
	16. $\frac{1}{2}$ taxes for 1876	41 80
Nov.	12. Commissions collecting rents	2 50
	20. Insurance	20 00
Dec.	11. Commissions collecting rents	2 50
1876.		
Jan.	12. Commissions collecting rents	2 50
	12. Summons to vacate	3 00

164 06

Property No. 533 Eighth street, southeast.

1875.		
Feb.	10. Taxes	178 90
	11. Commissions collecting rents	2 00
	14. Taxes	189 30
Mar.	5. Insurance	15 00
	11. Commissions collecting rents	1 00
Apr.	13. Commissions collecting rents	1 00
May	14. Advertising	1 25
	14. Commissions for collecting rents	1 00
June	10. Recording deed	1 50
	10. Acknowledgment	1 00
	12. Commissions for collecting rents	1 00
July	14. Commissions for collecting rents	1 00
Sept.	11. Commissions for collecting rents	2 00
Oct.	12. Commissions for collecting rents	1 00
	16. One-half taxes for 1876	31 60
Nov.	12. Commissions for collecting rents	1 00
Dec.	11. Commissions for collecting rents	1 00
1876.		
Jan.	12. Commissions for collecting rents	1 00

422 55

Property No. 1932 12th street.

1875.		
Apr.	13. Scrubbing floors	2 50
	13. Advertising	2 50
May	14. Removing and putting up gas-fixtures	2 00
	14. Repairs	4 00
	14. Commissions for collecting rents	1 00
	14. Advertising	2 00
	14. Gas	2 20
	14. Plumbing	2 00
	14. Water-tax	4 50
	26. A. B. Duvall, attorney fees	50 00
June	12. Commissions for collecting rents	1 00
	30. Painting	7 00
	30. Acknowledgment	50
July	10. Recording deed	1 50
	14. Commissions for collecting rents	1 00
	29. Taxes	16 46
	29. Water-tax	3 48
Aug.	11. Commissions collecting rents	1 00
Sept.	11. Commissions for collecting rents	1 00
Oct.	16. One-half taxes for 1876	21 75
	30. Insurance	12 50
Nov.	12. Commissions for collecting rents	1 00
Dec.	11. Commissions for collecting rents	1 00
1876.		
Jan.	12. Commissions for collecting rents	1 00
	12. Glazing	3 75

146 64

Property R. M. Hall.

1875.			
June	12.	Recording deed	\$1 75
	12.	Acknowledgment	50
Oct.	23.	One-half taxes for 1876	76 50
			\$78 75

Property Foundry Place, (five houses.)

1875.			
Mar.	11.	Commissions for collecting rents	2 25
	11.	Summons to vacate	21 00
Apr.	13.	Constables' fees, case of Mackall	7 00
	11.	Summons to vacate	10 00
	11.	Key	25
	11.	Commissions for collecting rents	75
May	14.	Water-tax	23 00
	14.	Plumbing	15 00
	14.	Summons to vacate	3 00
	14.	Bolt to front door	1 75
	14.	Commissions for collecting rents	75
June	12.	Summons to vacate	6 00
	12.	Commissions for collecting rents	1 85
	12.	Recording deed	1 75
	14.	Acknowledgment	50
July	14.	Commissions for collecting rents	3 00
Aug.	11.	Commissions for collecting rents	3 00
	24.	Insurance	90 00
Sept.	11.	Summons to vacate	3 00
	11.	Commissions for collecting rents	75
Oct.	12.	Commissions for collecting rents	1 35
	12.	Summons to vacate	6 00
	14.	Acknowledgment	50
	16.	One-half taxes for 1876	36 22
	16.	Recording deed	1 75
	16.	James Talty, plumbing	296 85
Nov.	12.	Summons to vacate	3 00
	12.	Key	75
	12.	Commissions for collecting rents	1 35
Dec.	11.	Summons to vacate	3 00
	11.	Commissions for collecting rents	1 35
1876.			
Jan.	12.	Commissions for collecting rents	1 35
			548 07

Marshall Brown property.

1875.			
June	12.	Recording deed	1 50
	14.	Acknowledgment	50
	16.	One-half taxes for 1876	7 08
			9 08

Property No. 1416 Third street.

1875.			
May	14.	Summons to vacate	3 00
	14.	Abstract of title	10 00
			13 00

Property No. 92 Water street, Georgetown.

1875.			
May	14.	Summons to vacate	3 00
June	12.	Commissions for collecting rents	25
	12.	Recording deed	1 50
	14.	Acknowledgment	50
July	14.	Commissions for collecting rents	25
Aug.	11.	Commissions for collecting rents	25
Sept.	11.	Summons to vacate	3 00
Oct.	12.	Commissions for collecting rents	25
	12.	Mensuring damages	5 00
	20.	One-half taxes for 1876	4 35
Nov.	12.	Commissions for collecting rents	25
Dec.	11.	Commissions for collecting rents	25
1876.			
Jan.	12.	Commissions for collecting rents	25
			19 10

Etan Lyons property.

1875.			
Apr.	20.	Insurance	225 00
June	12.	Recording deed	1 75
	14.	Acknowledgment	50
Aug.	2.	Repairs to dam	96 75
Oct.	16.	One-half taxes for 1876	258 75
Nov.	6.	Repairs to bridge	50 00
Dec.	30.	Insurance	37 50
1876.			
Jan.	4.	Insurance	225 00
			895 25

Property No. 452 New Jersey avenue.

1875.		
May 4.	Repairs	\$1 00
7.	Insurance	9 00
June 12.	Recording deed	1 50
14.	Acknowledgment	50
Sept. 16.	Repairs	7 55
Oct. 11.	One-half taxes for 1876	17 87
Nov. 1.	Repairs	3 75

\$41 17

Property Sixth street southwest, between G and H streets.

1875.		
June 12.	Summons to vacate	3 00
12.	Recording deed	1 50
14.	Acknowledgment	50
July 14.	Justice Webster certifying papers to supreme court	1 00
Aug. 11.	Ejectment costs	3 00
Sept. 16.	Insurance	15 75
16.	S. C. Mills, fees, <i>Wagaman vs. Freedman's Savings and Trust Company.</i> ..	12 50
Oct. 12.	Carriage to visit property	3 00
16.	One-half taxes for 1876	32 48

72 73

Property, Crane, Ninth street, near O.

1875.		
June 29.	Recording deed	2 00
July 9.	Repairs	1 00
Oct. 1.	Removing dirt	2 50
1.	Repairs to roof	3 00
20.	Plumbing	2 00
16.	One-half taxes for 1876	23 49
Nov. 29.	Repairs	6 00

39 09

Sheehan property.

1875.		
June 9.	Recording deed	1 50
25.	Taxes	20 12
25.	Water-taxes	2 19
26.	Recording deed	1 50
Oct. 16.	One-half taxes for 1876	3 78

39 09

Lobsiger property.

1875.		
June 12.	Summons to vacate	3 00
Aug. 12.	Commissions for collecting rents	50
Sept. 22.	Notary fees	50
23.	Recording deed	1 50
Oct. 12.	Commissions for collecting rents	1 50
12.	Plumbing	6 65
12.	Locks	5 00
16.	One-half taxes for 1876	26 07
Nov. 12.	Commissions for collecting rents	1 50
1876.		
Jan. 12.	Commissions for collecting rents	3 00

49 22

Liberty Hall property.

1875.		
July 27.	Janitor	2 00
Aug. 2.	Gas	75
Oct. 16.	One-half taxes for 1876	18 36

21 11

Laura M. Stewart property.

1875.		
Oct. 12.	Key	50
12.	Commissions for collecting rents	80
16.	One-half taxes for 1876	9 58
Nov. 12.	Commissions for collecting rents	80
12.	Advertising	1 25
Dec. 11.	Commissions for collecting rents	80
1876.		
Jan. 12.	Commissions for collecting rents	80
12.	Summons to vacate	3 00

17 53

George H. Stowell property.

1875.		
Sept. 21.	Insurance	9 00
21.	Insurance	8 00
Oct. 12.	Commissions on collecting rents	1 25
16.	One-half taxes for 1876	33 38
Nov. 12.	Commissions on collecting rents	1 25
Dec. 11.	Commissions on collecting rents	1 25
1876.		
Jan. 12.	Commissions on collecting rents	1 25

55 38

Noah Robinson property.

1875.	Oct. 16.	One-half taxes for 1876	\$5 35
	Nov. 12.	Commissions on collecting rents	45
1876.	Jan. 12.	Summons to vacate	3 00

\$2 80

C. R. Douglass property.

1875.	Sept. 22.	Notary fees	50
	23.	Recording deeds	1 50
	Oct. 16.	One-half taxes for 1876	11 20
	Dec. 11.	Expenses on sale of property	45 00

58 90

J. N. Trooke property.

1875.	Sept. 27.	Recording deed	1 50
	Oct. 16.	One-half taxes for 1876	68 04
	33.	Insurance	18 00
	Nov. 9.	Recording deed	2 75

90 29

Pike property.

1875.	Oct. 23.	Recording deed	1 50
1876.	Jan. 25.	Repairs	141 75
	25.	Gas	75
	25.	Commissions on collecting rents	7 50
	27.	Repairs	58 25

209 75

Van Hook property.

1875.	Oct. 30.	Insurance	15 00
	Nov. 20.	Acknowledgment	50

15 50

Property Nos. 1003 and 1009 South Carolina avenue.

1875.	Nov. 12.	Locks	3 50
	12.	Bolts	1 00
	12.	Commissions on collecting rents	1 00
	12.	Commissions on collecting rents	1 50
	Dec. 11.	Recording deed	1 75
1876.	Jan. 12.	Commissions on collecting rents	50

9 25

G. W. Duvall property.

1875.	Nov. 17.	Carriage, attending sale of property	6 50
1876.	Jan. 25.	Commissions on collecting rents	80

7 30

Collins property, Beaufort, S. C.

1875.	Dec. 4.	Taxes	25 00
	8.	Repairs	8 00

33 00

Sharp property, Beaufort, S. C.

1875.	Dec. 4.	Taxes	70 70
	4.	Recording deed	3 00
	4.	Sheriff's costs, F. S. and T. Co. vs. Sharp	38 30

112 00

Kendrick property, Jacksonville, Fla.

1875.	Dec. 7.	Insurance	31 00
	7.	Taxes	136 29
	30.	Taxes (La Villa) for 1875	17 50

184 79

Havener property, Lawrence street.

1876.	Jan. 24.	Recording deed	5
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Fleming property, square No. 193.

1876.	Jan. 25.	Recording deed	1 50
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Pike property, Maryland.

1876.	Jan. 28.	Recording deed	2 50
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Expenses on property bought in at trustee's sale	9,673 55
Expenses on S-street property	1,769 24
Expenses incident to protection of property owned by company	22,989 77

Total expenditures on real estate 34,432 56

RECAPITULATION.

Advertising.....	\$106 07
Attorneys' fees.....	73 75
Taxes.....	21,736 82
Insurance.....	2,530 75
Repairs.....	4,102 41
Gas.....	130 88
Fuel.....	1,725 89
Miscellaneous.....	4,044 89
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	\$34,432 56

16 F B

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NEW MEXICO.

MAY 19, 1876.—Recommitted to the Committee on the Territories and ordered to be printed.

Mr. SOUTHARD, by order of the Committee on the Territories, and by unanimous consent, submitted (together with the views of the minority of the committee) the following

REPORT :

[To accompany bill S. 229.]

The Committee on the Territories have had under consideration Senate bill No. 229, being an act to enable the people of New Mexico to form a constitution and State government, and for the admission of the said State into the Union on an equal footing with the original States ; and a majority of that committee direct the following report :

The United States acquired the Territory of New Mexico in 1848 by treaty with Mexico. The area of this Territory is about 120,000 square miles, and embraces the most varied character of soil and scenery. For the most part the Territory consists in extensive plains, not entirely suited to the purposes of agriculture, but affording the finest grazing capacity and facilities of any section in the Union. These plains are ample to subsist immense herds of sheep, cattle, and horses, and comprise the finest and most abundant resources for the business of stock-raising.

Along the water-courses rich and fertile valleys abound, susceptible of irrigation, and furnishing ample area for agricultural purposes necessary to render the Territory a fine producing section.

The mountains and cañons are rich in mineral wealth, and now furnish a field for industry and enterprise second to no area of equal dimensions in the United States.

The mildness and remarkable salubrity of the climate of New Mexico are proverbial, and in order to show the pure and even temperature of the atmosphere we refer to a condensed report of the Signal-Service station at Santa Fé for the year 1873 :

Monthly mean of barometer—January	29.77
“ “ “ “ February	29.73
“ “ “ “ March	29.73
“ “ “ “ April	29.72
“ “ “ “ May	29.85
“ “ “ “ June	29.88
“ “ “ “ July	29.92
“ “ “ “ August	29.97
“ “ “ “ September	29.91
“ “ “ “ October	29.90
“ “ “ “ November	29.83
“ “ “ “ December	29.78
Yearly “ “ “ 1873	29.83

Monthly mean of thermometer—	January.....	27°
“ “ “ “	February.....	34°
“ “ “ “	March.....	38°
“ “ “ “	April.....	45°
“ “ “ “	May.....	58°
“ “ “ “	June.....	66°
“ “ “ “	July.....	67°
“ “ “ “	August.....	87°
“ “ “ “	September.....	60°
“ “ “ “	October.....	49°
“ “ “ “	November.....	33°
“ “ “ “	December.....	32°
Yearly “ “ “	1873.....	49°
Monthly rain-fall in inches—	January.....	.34
“ “ “ “	February.....	.20
“ “ “ “	March.....	.13
“ “ “ “	April.....	.14
“ “ “ “	May.....	.45
“ “ “ “	June.....	2.44
“ “ “ “	July.....	2.62
“ “ “ “	August.....	2.98
“ “ “ “	September.....	.27
“ “ “ “	October.....	.25
“ “ “ “	November.....	.01
“ “ “ “	December.....	.04
Yearly “ “ “	1873.....	9.87

The highest observed temperature during the year was 88°; the lowest 5° below zero. The greatest single rain-fall was that of 1.21 inches, occurring on June 4.

It is said that on account of the aridness of the climate and the reported small rain-fall, the supply of water was too limited for agricultural purposes. The reports referred to are generally made in reference to valleys. The streams of New Mexico are not supplied with water from rain-falls, but mainly from the melting of snow in the mountain-ranges during the spring and summer months, and numerous springs all over the country. An abundance of water is thus supplied for irrigation and all other purposes.

In view of the natural resources of the Territory, and their present partial development, the capability of it to become a State where millions may live and prosper in the varied fields of industry which it presents, will not be questioned.

ITS AMERICAN HISTORY.

Our Army occupied this Territory in 1846, and from that time until 1850 the people were under a military government established by authority of the United States. In 1848 this Territory was formally ceded to the United States by Mexico, by the treaty of Guadalupe Hidalgo.

The first territorial government was established in 1850, and has been maintained over the Territory ever since, at annual costs to the Government of about \$35,000.

The people of New Mexico have, from time to time, presented their claims to admission into the Union as a State, arising upon the assurances of officers of the United States during military occupation of that country, and also upon the terms of the treaty of cession. The opinion very generally entertained by the population at the time of the annexation of this Territory to the United States was that this Government had placed itself under obligations to admit New Mexico as a State in the Union without delay. In this connection the majority of the committee refer to some of the acts and declarations of the authorities immediately before and after the treaty of cession.

General Kearney, and other officers of the Army, at the time of the occupation of this Territory, assured the people of New Mexico that if they consented to annexation to the United States, they would be at an early day admitted into the Union. These assurances contributed to the peaceable and bloodless transfer of that Territory. There was an almost universal desire among the people of New Mexico to become incorporated into the Union of the United States, in order to secure the blessings of our form of government.

The ninth article of the treaty is as follows :

Mexicans, who in the territories aforesaid shall not preserve the character of citizens of the Mexican Republic, conformably with what is stipulated in the preceding article, shall be incorporated into the Union of the United States, and be admitted at the proper time, to be judged by the Congress of the United States, to the enjoyment of all the rights of citizens of the United States, according to the principles of the Constitution. (U. S. Statutes, vol. 9.)

It will be observed that the terms of this provision of the treaty leave Congress to judge of the proper time when the Territory should be incorporated into the Union of the United States and admitted to all the rights of the States; but it is insisted, in view of the assurances of our officers pending the military occupation of this Territory, and the declarations of the authorities of this Government a short time after the execution of the treaty, that it would be unjust to the people of New Mexico to say that it was contemplated, at the time of the transfer of this Territory to the United States, by either of the parties to the treaty, that admission as a State would be indefinitely postponed and denied to the people of this Territory.

President Taylor, following the policy of his predecessor, Mr. Polk, held the following language in his message to Congress, in regard to the people of the Territories acquired from Mexico :

I did not hesitate to express to the people of those Territories my desire that each Territory should, if prepared to comply with the requirements of the Constitution of the United States, form a plan of a State constitution and submit the same to Congress, with a prayer for admission into the Union as a State.

In advising an early application by the people of these territories for admission as States, I was actuated principally by a desire to afford to the wisdom and patriotism of Congress the opportunity of avoiding occasions of bitter and angry discussions among the people of the United States. (See appendix to Congressional Globe, first session Thirty-first Congress.)

President Taylor also, in his annual message of 4th of Decéber, 1849, said :

The people of New Mexico will also, it is believed, at no very distant period, present themselves for admission.

Mr. Buchanan, Secretary of State when the treaty was pending for ratification, and Mexico hesitated on account of the language of the ninth article, making Congress the judge as to the admission of this Territory into the Union, used the following language as an assurance and inducement to the republic of Mexico :

Congress, under all the circumstances, and under the treaties, are the sole judges of this proper time, because they, and they alone, under the Federal Constitution, have power to admit new States into the Union. That they will always exercise this power as soon as the condition of the inhabitants of any acquired territory may render it proper, cannot be doubted. By this means the Federal Treasury can alone be relieved from the expense of supporting territorial governments. Besides, Congress will never turn a deaf ear to a people anxious to enjoy the privilege of self-government. Their desire to become one of the States of this Union will be granted the moment it can be done with safety.

The people of New Mexico, acting upon the idea that by the treaty they were entitled to admission into the Union immediately after the

ratification of the treaty, held a convention and adopted a constitution and a memorial praying for such admission.

The foregoing references are sufficient to show the views entertained by all parties connected with the negotiations and treaty which resulted in the acquisition of this Territory.

Without reference to the alleged claims of New Mexico to admission into the Union as a State, arising from the provisions of the treaty, the majority of the committee submit the following :

POPULATION.

In 1850 the population of New Mexico was 61,540; in 1860 it was 93,516; in 1870, 91,874, apparently a decrease of 1,600. This decrease was caused by the organization of the Territory of Arizona, with about nine thousand of its population, and the annexation to Colorado of the northern portion of its territory, including a population of 15,000 of its people. Allowing for this loss of population, it will be seen that New Mexico increased fully 30 per cent. in population during the last census decade.

The average increase of twenty or more of the older States during the same period was only about 20 per cent. It should be borne in mind that during the period from 1860 to 1870, New Mexico was overrun by the confederate troops and was harassed with Indian wars. Many causes combined to render the census of this Territory in 1870 imperfect. If we add to the population, as returned by the census of 1870, 50 per cent. increase, it will be seen that the population of the Territory at the beginning of the present year was about 115,000. This is a severe calculation, and does not include what are known as the Pueblo or Village Indians, who number about 10,000, and who are industrious farmers and stock-raisers. It is proper to state here that those who are most familiar with the actual condition of the Territory place the estimate of population much higher, and the legislature of that Territory, in 1874 and 1876, undertake to show that the population is much greater than the number referred to. We call attention to the memorials of the legislature, which are as follows :

Your memorialists, the council and house of representatives of the legislative assembly of the Territory of New Mexico, would most respectfully represent that the Territory of New Mexico at this time, we believe, has a population of 135,000, aside from the Pueblos or Village Indians, who, from time immemorial, have been agriculturists, and among the best citizens of our Territory, and who now number little short of 10,000, making a total population of over 140,000 people, mostly a quiet, pastoral people, and as truly loyal to the Government under which they live as any people under the sun; that at the time of taking the last census there were in this Territory at least 10,000 people living in the many various mining-districts, remote from the mass of the settlements, and residing on the extreme borders of this Territory, who could not be reached by the census-officers without great danger and risk, and were for that reason not included in the census; and that since said census was taken a very large immigration has come into this Territory from the States and European countries, amounting to at least 20,000, who have settled permanently in our Territory, bringing with them capital and means; that this new population is dispersed very generally throughout the Territory, but will be found mostly in the mining-regions, which are fast becoming developed. We believe that, outside of the native Mexican population of this Territory, there are at least 40,000 people of American and European descent among us who are permanent residents.

The following is an extract from the memorial of the present legislature of New Mexico, passed January 14, 1876 :

Your memorialists are confident that New Mexico possesses more than the requisite population, with abundant means and resources to entitle her to admission as a State; that although, immediately after the taking of the census of 1860, two-thirds of the area and one-third of the population of New Mexico were cut off from her for the pur-

pose of organizing Colorado and Arizona, yet, notwithstanding that a constant Indian war was being carried on within her borders, she entirely regained her population and more than doubled her wealth by the time of the taking of the census of 1870, showing an increase, under adverse circumstances, greater than the average of the States of the Union; and that, during the last five years, since the taking of the last census, owing to the fact that peace from Indian hostilities has reigned in New Mexico, her population has increased more than fifty per cent., and her material wealth advanced threefold. Her lands are fast being explored and occupied by the very best of citizens from all portions of the Union and Europe.

The vote for Delegate in 1873 was about 17,000. The evidence at hand shows that this was not a full vote. There was no contest, and consequently many did not vote, and at many precincts the polls were not opened at all. This vote is not, therefore, regarded as a correct estimate of the voting population.

We append hereto a table showing the votes cast by several States after admission, to show that it would be unjust to New Mexico to estimate its population by the vote cast for Delegate in 1873.

The table is as follows:

Louisiana was admitted in 1812, and at an election for governor in 1820 there were cast 4,748 votes.

Indiana admitted December 11, 1816, and at an election in that year she cast 6,789 votes.

Mississippi admitted December 10, 1817, and in 1822 she cast 7,875 votes.

Illinois admitted December 3, 1818, and cast 7,465 votes.

Arkansas admitted in 1836; at the presidential election in that year she cast 3,638 votes.

Michigan admitted in 1836, and cast in that year 11,360 votes.

Florida admitted in 1845, and cast in that year 5,301 votes.

Iowa admitted to 1846, and elected two members to the House, and cast 13,271 votes.

Fifteen States have been admitted into the Union with a less population than New Mexico had in 1870, as shown by the following table:

	Date of admission.	Population.
Vermont.....	1791	85,339
Kentucky.....	1792	73,077
Tennessee.....	1796	77,202
Ohio.....	1802	41,915
Louisiana, (largely foreign).....	1812	76,556
Indiana.....	1816	63,805
Mississippi.....	1817	75,512
Illinois.....	1818	34,620
Missouri.....	1821	66,586
Arkansas.....	1836	52,240
Florida.....	1845	54,447
Iowa.....	1846	81,920
Oregon.....	1849	52,465
Nevada.....	1864	40,000
Nebraska.....	1866	60,000

By reference to the table below, it will be seen that four States have been admitted into the Union with a population less than the ratio of representation.

	Date of admission.	Population.
Florida.....	1845	54,447
Oregon.....	1849	52,465
Nevada.....	1864	40,000
Nebraska.....	1866	60,000

CHARACTER OF THE POPULATION.

New Mexico, while a part of the Mexican Empire, was neglected by that government and deprived of the means and opportunities for social or material advancement. Remote from the seat of power, it only realized its influence in the presence of revenue and recruiting officers and the vicissitudes incident to oft-recurring revolutions. Industry was paralyzed and the resources of the people constantly consumed in the losses attendant upon the turbulent and chaotic state of the government. There was no time for social or intellectual improvement, and no inducement to amass wealth, build up industries, extend the area of agriculture, or enter into those industrial pursuits which tend to make States and Territories great and influential. The gains and results of one year of toil and industry were consumed by the rapacity of official violence during the next.

Such was the condition of this people when the Territory was annexed to the United States. Notwithstanding the unfavorable circumstances which have surrounded the people of this Territory, since then their advancement in all that tends to make a people happy, prosperous, and great is remarkable and commendable. In estimating the disposition and capacity of that population to support and maintain a State government, and to cultivate those virtues and industries which make States respectable, due allowance should be made for supposed short-comings in the past. Between 1850 and 1860, the people of New Mexico were harassed by wasting Indian wars. From 1861 until 1865, the Territory was overrun by the Confederate troops, and the resources of the Territory to a great extent consumed in the losses and contributions incident to a state of war. No railroad penetrates the Territory, and therefore its increase in population and wealth is not due to the causes which have facilitated the settlement of other sections. It is remote from the seat of government, and has been required to meet and resist all those demoralizing and lawless influences which attend the border of civilization. It is therefore remarkable that this Territory presents itself for admission now with a population of not less than 125,000, after yielding up 25,000 of its population to Arizona and Colorado; with comparatively a small public debt; with resources already developed ample to support a State government, and with a population noted for industry, love of order and law, and sincerely devoted to the principles of the Government.

The Mexican population largely exceeds in number the American, but it may be said with simple justice that "they are kind, hospitable, industrious, tractable, and law-abiding, and will compare favorably with many who have enjoyed greater advantages in life."

EDUCATION.

The people of New Mexico have not, until within a few years past, manifested a proper disposition to support a system of public schools adequate to bring within the reach of its scholastic population the advantages and benefits of education.

Since 1870 increased attention has been paid to this subject, and the rapid advancement in the number of schools and the increase of means to support them give encouragement to the opinion that in a few years the whole scholastic population will be supplied with the means and opportunity to secure the benefits of education. We give below a table showing the number of schools, &c., in 1873 and those of 1870. The

marked increase in the number of schools and pupils in 1873 over 1870, as shown by this table, is most encouraging.

Since 1873 a relative increase in the number of schools is observed, and it is believed that the advancement will continue until the system will be adequate to meet all requirements.

Schools.	No. of schools.	Pupils.	Teachers.	Average No. of months taught.	Average wages of teachers.	Lang. ages taught.	Funds.
Public schools supported by taxation	133	5,625	136	6½	\$28 69	{ 10 E. 111 S. 19 E. S. 7 E. 19 E. S.	} \$29,721 57 } 27,100 00 } 4,000 00
Private schools.....	26	1,370	53	9			
Pueblo schools.....	5	107	7	6			
Total.....	164	7,102	196				60,821 57
Census returns, 1870, public and private schools.....	44	1,798	72				29,886 00
Increase for 1873.....	120	5,304	134				30,935 57

* E stands for English and S for Spanish.

BUSINESS.

We annex below a table which shows with reasonable accuracy a fair estimate of the business of the Territory for the past year, and its wealth in stock in 1870, and the increase thereof since that time:

Product in gold, silver, and copper.....	\$2,500,000
Cereals.....	3,000,000
Sale of stock.....	1,500,000
Wool and hides.....	2,000,000

The census of 1870 shows—

Number of sheep.....	619,438
Horses.....	26,500
Cattle on farms.....	57,534
Cattle on range.....	128,767

It is now estimated that the Territory has, as the result of immigration and of natural increase since 1870—

Of sheep.....	4,000,000
Horses.....	50,000
Cattle on farms.....	100,000
Cattle on range.....	250,000

Of the 77,000,000 acres of land in this Territory, about 40,000,000 are fine grazing-lands, admirably adapted to stock-raising.

The history of the country shows that population and business increase more surely and rapidly under a State than under a territorial government. The causes which produce such results are evident. Among them we refer to the settled and prevailing sentiment that there is a want of stability and effectiveness in territorial governments. This sentiment discourages immigration. The officers who are usually sent out to govern Territories are selected without reference to their fitness to discharge the duties of such positions. They have no feeling in common with the citizens of the Territory and are not identified in interest with them. There exists a want of effort to build up industries and to foster improvements, which tend to make a State desirable, prosperous, and strong.

We give below a table which demonstrates how rapidly Territories are filled with population after admission as States.

While a territorial government exists it is associated with the prevailing idea of a want of law, order, and complete protection to life and property. The formation of a Territory into a State gives strength and dignity to its institutions and invites population.

Tennessee admitted in 1796; population in 1790, 35,791; in 1800, 105,602.
 Ohio admitted in 1802; population in 1800, 45,365; in 1810, 230,760.
 Louisiana admitted in 1812; population in 1810, 76,556; in 1820, 153,407.
 Indiana admitted in 1816; population in 1810, 24,520; in 1820, 147,178.
 Mississippi admitted in 1817; population in 1810, 40,322; in 1820, 75,448.
 Illinois admitted in 1818; population in 1810, 12,282; in 1820, 55,200.
 Missouri admitted in 1821; population in 1820, 66,586; in 1830, 140,455.
 Arkansas admitted in 1836; population in 1830, 43,388; in 1840, 97,674.
 Michigan admitted in 1837; population in 1830, 31,639; in 1840, 212,267.
 Florida admitted in 1845; population in 1840, 54,477; in 1850, 87,445.
 Wisconsin admitted in 1848; population in 1840, 30,495; in 1850, 305,391.
 Iowa admitted in 1848; population in 1840, 43,112; in 1850, 192,214.
 California admitted in 1850; population in 1850, 92,597.
 Minnesota admitted in 1858; population in 1850, 6,077; in 1860, 173,855.
 Oregon admitted in 1859; population in 1850, 13,294; in 1860, 52,465.
 Nevada admitted in 1864; population in 1860, 6,857; in 1870, 42,491.
 Nebraska admitted in 1867; population in 1860, 28,841; in 1870, 122,993.

The majority of the committee, in view of all the circumstances, believe that New Mexico should be admitted as a State in the Union in accordance with the provisions of the Senate bill, as amended by the Committee on the Territories.

The majority of the committee instruct me to report the Senate bill to the House and recommend its passage as amended by the committee.

D. B. CULBERSON.

NEW MEXICO.

MAY 19, 1876.—Recommitted to the Committee on the Territories and ordered to be printed.

Mr. MEADE, of the Committee on Territories, submits the following report of the minority of said committee:

MINORITY REPORT:

[To accompany bill S. 229.]

The undersigned, a minority of the Committee on Territories, having, with their associates, the majority of said committee, had under careful consideration Senate bill No. 229, "to enable the people of New Mexico to form a constitution and State government, and for the admission of said State into the Union on an equal footing with the original States," respectfully dissent from the judgment of said majority as expressed in the report made by the same; and the undersigned, for themselves, submit the following as their report respecting the matters contained in said bill:

At an early stage in the consideration of this bill, the committee was met with charges, through the public press and from responsible individuals, concerning the political condition of the Territory of New Mexico of so grave a character as to suggest a thorough investigation, with a view to reform of abuses existing there, but the undersigned felt compelled to yield their judgment in this respect, lest an investigation might be regarded as an attempt to delay action on this bill; beside, it was evident that any investigation, to be thorough, would be attended with great expense and loss of attendance upon the sessions of this House by the members of the committee, as well as in fact deferring report. The undersigned now submit whether such investigation shall be had.

The Territory of New Mexico, as originally constituted, was ceded to the United States by the treaty of Guadalupe Hidalgo, and organized as such Territory by an act of Congress approved September 9, 1850. It then contained 215,807 square miles, but appears in 1860 with an increase of 45,535 square miles, representing the territory acquired from Mexico by the Gadsden treaty. This aggregate area in 1860 of 261,345, in 1870 is found reduced to the present area of 121,201 square miles, or about 77,000,000 acres, the remaining portion having formed the Territory of Arizona, 113,916 square miles; a portion of the State of Nevada, 12,225 square miles; and a portion of the Territory of Colorado, 14,000 square miles; but as at present constituted New Mexico is more extensive than New England and New York, and one hundred and sixteen times larger than Rhode Island. There is claimed for it an excellence of soil and climate, which, however, is substantially or in great degree refuted by official and other reports on that region; while a general belief exists that much mineral wealth may be found in the otherwise forbidding country. Of internal improvements it pos-

sesses literally none; and though various railways point in its direction, none have yet entered this Territory, and when they will do so is a matter depending upon extraneous circumstances.

POPULATION.

In 1850 the population of New Mexico was 61,545; in 1860, being after the Gadsden-treaty accession of area, it was 93,516; in 1870 it was 91,874, a decrease in last decade of 1,642, which decrease it is probably correctly claimed was caused by the organization from its borders of the Territory of Arizona above alluded to, although conversely it is to be observed the large increase from 1850 to 1860 is to be accounted for by the accession of territory during that decade. But a careful examination of these statistics, respecting the population of the several districts, cannot account at most for the loss of more than five or six thousand, leaving the increase of inhabitants, in the present area of the Territory, during the decade from 1860 to 1870, as not exceeding, on the most liberal estimate, more than 4,000.

It is now claimed (though without pretense of enumeration having been had) that this Territory possesses a population of nearly 135,000 *bona-fide* inhabitants, aside from certain Indians engaged in agricultural pursuits, which would make the total population near 150,000. This estimate has been carefully considered, and is found without foundation in fact, and depending solely upon the statement contained in the memorial of the legislature of the Territory to this Congress.

Your committee have felt a reluctance in characterizing the statements of this memorial in the terms which they feel it justifies, knowing full well the political and not altogether unpatriotic motives which stimulate such legislatures to oftentimes magnify the necessary qualifications of Territories, in order that they may present the requisite case and standing for admittance into the Union.

The last census, being for 1870, which placed the population as above stated, included Indians, 1,309, although the census of 1860 showed an Indian population of 10,507, the difference, excepting those of county, now Territory, of Arizona, being unaccounted for.

In this connection, and as also showing a remarkable falling off in population of certain counties during last two decades, the following table from last Census Compendium is added

Counties.	Aggregate.			White.			Colored.			Indian.	
	1870.	1860.	1850.	1870.	1860.	1850.	1870.	1860.	1850.	1870.	1860.
The Territory	91,874	93,516	61,547	90,393	82,924	61,525	172	85	22	1,309	10,507
Arizona (a).....		6,482			2,421			21			4,040
Bernalillo.....	7,591	8,769	7,751	7,473	8,574	7,749	7	9	2	111	186
Colfax (b).....	1,992			1,960			10			22	
Doña-Aña (c).....	5,864	6,239		5,862	6,239		1			1	
Grant (d).....	1,143			1,134			9				
Lincoln (d).....	1,803			1,709			14				
Mora (b).....	8,056	5,566		7,986	5,524		18	14		52	22
Rio Arriba.....	9,294	9,849	10,668	8,976	9,329	10,667	2		1	316	520
San Miguel.....	16,058	13,714	7,074	15,924	13,670	7,070	17	1	4	117	43
Santa Aña.....	2,599	3,572	4,645	2,534	1,505	4,644	24		1	41	2,067
Santa Fé.....	9,699	8,114	7,713	9,585	7,995	7,699	38	27	14	76	92
Socorro (d).....	6,603	5,787		6,537	5,706		19	6		47	75
Taos.....	12,079	14,103	9,507	11,792	13,479	9,507	3	7		284	617
Valencia.....	9,093	11,321	14,189	8,841	8,482	14,189	10			242	2,829

(a) Originally embraced the country now constituting the Territory of Arizona. (b) In 1860, Colfax from Mora. (c) In 1868, Grant from Doña-Aña. (d) In 1869, Lincoln from Socorro.

Again, there are reasons to believe from evidence produced before the undersigned that the enumeration of 1870, in cases, exceeded the actual population. In a communication received from a gentleman believed to be entirely reliable and unbiased in his judgment respecting this Territory, and who resided there for a considerable period, it is stated respecting the census of 1870 :

I was informed that the population had been exaggerated on purpose to swell the number of inhabitants with a view to the admission of New Mexico as a State. In the northern part of the Territory, near Taos, there is an abandoned town that is registered as having a population of 800.

The statement made that the enumeration of this Territory in 1870 was underestimated by the marshals having the business in charge, cannot be better repelled than by the fact that, for the purpose of obtaining a full and complete enumeration in these partially settled Territories, the marshals there were awarded a double compensation for their services.

Indeed, it must be regarded that the enumeration over rather than under estimated the population of New Mexico in 1870, and that no considerable increase has transpired since that time; and we have the testimony of many who are familiar with that region, and have resided there, that there has been little or no increase up to this time in the population of that Territory since its acquisition by the United States, from immigration or sources other than the natural increase of the native population. Table XI of the Compendium of Census of 1870 shows, of the entire population, 83,175 to have been born in the Territory, while only 1,611 were born in other parts of the United States.

As another method of arriving at the present population of the Territory is the following statement from the Land-Office, an important aid in denoting the increase in population there during the years since the official enumeration contained in the census of 1870 :

Statement exhibiting the area of public lands surveyed in New Mexico during the fiscal years 1871 to 1875, inclusive, with the cost of surveying the same; the area disposed of during the same period by ordinary cash sales, homestead entries, and locations with agricultural-college scrip, the amount received by the United States on account of the lands thus disposed of, with the expenses incidental to the sale, &c.

A.

Fiscal year.	Area surveyed.	Cost of survey.	Area embraced by cash sales, homesteads, &c.	Amount received from sale, &c.	Cost of sale and location.	Aggregate cost of survey, sale, &c.
	<i>Acres.</i>		<i>Acres.</i>			
1871.....	161,413.94	\$9,448 54	26,822.16	\$7,292 69	\$1,309 06	\$10,757 60
1872.....	2,990.50	9,980 57	18,252.13	19,873 36	1,805 10	11,785 67
1873.....	391,341.22	19,919 34	4,441.92	2,445 53	1,342 08	21,261 42
1874.....	625,775.42	30,000 00	3,885.73	2,417 20	1,634 96	31,634 96
1875.....	722,906.92	29,834 27	1,246.89	367 00	1,607 44	31,441 71
	1,904,423.00	99,182 72	54,648.23	32,195 78	7,698 64	106,821 36

The foregoing table, A, exhibits the area surveyed during the five years specified, with the cost of survey; the aggregate area disposed of during the same period; the amount received by the United States for the lands thus disposed of; the cost of sale and location of the same, with the aggregate cost of survey, &c.

B.

Fiscal year.	Lands sold, with purchase-money received.		Homestead entries, with commissions and fees.		Agricultural-college scrip, locations, and fees thereon.		Aggregate area disposed of.	Aggregate amount of purchase-money, &c., thereon.
	Acres.	Amount.	Acres.	Amount.	Acres.	Amount.		
1871.....	3,996.56	\$4,997.91	22,825.60	\$2,294.78			26,822.16	\$7,292.69
1872.....	15,594.55	19,493.20	1,377.58	148.16	1,280.00	\$32.00	18,252.13	19,673.36
1873.....	2,042.86	2,253.57	1,439.06	167.96	960.00	24.00	4,441.92	2,445.53
1874.....	1,647.89	2,111.36	2,237.84	305.84			3,885.73	2,417.20
1875.....	206.89	285.00	560.00	70.00	480.00	12.00	1,246.89	367.00
	23,482.75	29,141.04	28,440.08	2,986.74	2,720.00	68.00	54,648.83	32,195.73

Table B shows separately, by years, the area disposed of by ordinary cash sales, with the amount of purchase-money received therefor; the area embraced by homestead entries, with the amount received as fees and commissions thereon; also, the number of acres located with agricultural-college scrip, with registers' and receivers' fees thereon, the aggregate area disposed of, and aggregate amount received thereon.

The foregoing would, perhaps, be incomplete without a partial reference at least to the lands disposed of in the other Territories, which is illustrated by the statement prepared from the report of the Commissioner of the Land-Office for 1875, herewith added:

Aggregate area disposed of for cash and revolutionary bounty-land scrip; also, for homestead settlement and timber-culture, including \$5 and \$10 payments, and registers' and receivers' commissions thereon, in fiscal year 1875.

Territories.	Acres.	Amount.
Arizona.....	8,904.83	\$7,159.28
Colorado.....	123,805.44	101,108.44
Dakota.....	192,800.44	66,220.46
Idaho.....	24,853.41	10,289.90
Montana.....	14,725.99	18,396.66
New Mexico.....	706.89	355.00
Utah.....	46,372.69	29,886.54
Washington.....	77,889.14	85,489.11
Wyoming.....	7,714.40	15,976.81

The official canvass in said Territory for Delegate thereof, from 1863 to 1875, both inclusive, is added hereto, and exhibits on the whole no appreciable or considerable increase during that period.

New Mexico.

Counties, (13.)	Congress, 1875.		Congress, 1873.		Congress, 1871.	
	Valdez.	Elkins.	Gallegos.	Elkins.	Gallegos.	Chaves.
	Dem.	Rep.	Dem.	Rep.	Dem.	Rep.
Bernalillo.....	297	720	646	931	709	743
Colfax.....	300	393	117	242	329	207
Doña Ana.....	226	716	357	624	763	478
Grant.....	351	311	121	264	169	103
Lincoln.....	179	89	253	50	285	23
Mora.....	1,234	428	884	702	1,241	367
Rio Arriba.....	232	1,508	541	1,270	975	544
Santa Ana.....	112	366	100	308	48	276
Santa Fé.....	498	793	468	975	747	110
San Miguel.....	2,328	625	1,391	2,022	842	256
Socorro.....	464	880	552	783	729	475
Taos.....	614	1,093	334	1,194	471	752
Valencia.....	285	759	629	1,033	358	951
Total.....	7,100	8,681	6,583	10,401	7,666	5,288
Majority.....		1,581		3,818	2,381	
Whole vote.....	15,781		16,984		15,485	

Past vote of the Territory.

	Dem.	Rep.	Maj.
1863, Congress	7,231	6,425	806 D.
1865, Congress	6,180	8,511	2,331 R.
1867, Congress	8,691	8,794	97 D.
1869, Congress	6,973	8,094	1,821 R.
1871, Congress	7,666	7,819	153 R.
1873, Congress	6,583	10,401	3,818 R.
1875, Congress	7,100	8,681	1,581 R.

The republican vote of 1871 includes that cast for Sena, independent republican.

Although it is claimed that the vote of 1875 is not a correct estimate, for the reason that there was no great contest at that time, yet the undersigned have been informed by several very reputable citizens of the Territory that a vigorous contest did in fact exist, and the statements are broadly made of great frauds having been perpetrated by way of increasing the popular vote.

It is not proposed to go into the merits or demerits of this alleged controversy; and it is only mentioned as a fact openly avowed, indicating that a vigorously-contested election for Delegate actually took place in 1875.

A gentleman residing in New Mexico, and possessing unusual facilities for obtaining the information, has kindly furnished your committee with the following statement, showing voting-population and valuation of property:

Counties.	Mexican vote, 1875.	American vote, 1875.	Total vote, 1875.	Assessed valuation, 1874.	Remarks.
Bernalillo . . .	1,000	17	1,017	\$881,538	The statistics of the voting-population are taken from the official returns of the election for Delegate, September 6, 1875. These returns show the total vote, and the number of Americans is estimated, the estimate being based upon an extensive acquaintance in all parts of the Territory, and being in excess of all estimates by other parties. It is a very liberal estimate. Three firms pay two-thirds of all the taxes.
Colfax	343	350	693	1,264,740	
Doña Ana . . .	875	67	942	540,600	
Grant	262	400	662	317,836	
Mora	1,600	62	1,662	436,252	
Rio Arriba . . .	1,737	3	1,740	117,630	
Santa Ana . . .	478	-----	478	65,464	Includes Government officers and attachés.
Santa Fe	1,141	150	1,291	1,691,488	
San Miguel . .	2,850	103	2,953	1,304,902	Four firms pay three-fourths of all the taxes.
Socorro	1,275	49	1,324	375,776	
Taos	1,680	27	1,707	198,084	
Valencia	1,020	24	1,044	371,942	
Lincoln	128	140	268	100,000	No report; valuation estimated.
Total	14,389	1,392	15,781	7,666,252	The assessments are at the actual valuation of the property, and not at 50 or 60 per cent., as is usual in the States.

The classification of nationalities is made for convenience in estimating population. Nearly one-half of the American voters have no families at all, so that an allowance of three persons to every such voter is large. If we allow four and one-half persons to the voter among the Mexicans, we will have the following:

Mexican voters, 14,389; population	64,750
American voters, 1,392; population	4,176
Total population represented in vote of 1875	68,926
As a liberal calculation of population not represented in vote of 1875, estimated	25,000
Total	93,926

Which amount is, in the judgment of the undersigned, a very liberal calculation and estimate of the entire population of New Mexico at the present time.

AREA,

also, may be fairly considered in the case of an applicant for admission along with the older States of the Union, especially as in the case of New Mexico the area is so extensive as under all the circumstances to preclude the idea of a homogeneous population. There has, therefore, been compiled from the census of 1870 the following comparative statement of area and population, which embraces, beside New Mexico, the States of New York and Rhode Island, as representatives of the maximum and minimum of States in the respect referred to, space not allowing a more extended reference.

	Square miles.
AREA.	
New Mexico.....	121, 201
New York.....	47, 000
Rhode Island.....	1, 306
PERSONS TO SQUARE MILE.	
New Mexico.....	0. 76
New York.....	93. 25
Rhode Island.....	166. 43
NUMBER FAMILIES.	
New Mexico.....	21, 449
New York.....	898, 772
Rhode Island.....	46, 133
DWELLINGS.	
New Mexico.....	21, 053
New York.....	688, 559
Rhode Island.....	34, 823

The last census further shows that, in 1860, the number of dwellings in New Mexico was 21,945, and in 1870, 21,053, showing a decrease of 892. The average of persons to a family in 1860 was 4.48, and in 1870 4.28, averaging for the two decades 4.38. If, as claimed in New Mexico, each family has its dwelling, then the decrease in population from 1860 to 1870 was 4,906.96, showing a discrepancy, or rather exaggeration, in the census of 1870 amounting to nearly 3,500 inhabitants over and above the decrease claimed, by reason of the cession of territory to Arizona and Colorado.

Neither is it sufficient to say that States have been heretofore admitted into the Union without the requisite ratio of population as prescribed by law, namely, a sufficient number for one Representative in the House of Representatives of the United States, which ratio, as at present constituted, is about one hundred and thirty-seven thousand.

The following schedule shows only four States have been admitted without the ratio requisite at the date of admission :

	Date.	Population.
Florida.....	1845	54, 447
Oregon.....	1849	52, 465
Nevada.....	1864	40, 000
Nebraska.....	1866	60, 000

Of these States, Florida at the time of its application for admission had the requisite population, although the ratio was increased while the application was pending. Oregon was admitted at a time when the political exigencies of the period seemed to demand it; and concerning

Nevada and Nebraska, the circumstances attending their admission are so fresh in the minds of all that they need not here be referred to. In the case of New Mexico, however, there are no public exigencies which support or demand its admission into the sisterhood of States.

EDUCATION.

The intelligence of the people of a Territory may always be fairly taken into consideration in view of admission to the Union, but in the case of New Mexico, with a population dating earlier than any of the original thirteen States, there is unusual force in the application of such a test.

The Compendium of Census 1870, Table XXIX, page 488, shows that of public schools, New Mexico had only five, with five male teachers and 188 pupils, on a total income of \$1,000; an exhibit so meager as to be hardly credible in this age of enlightenment. The census of 1870 also shows that the total income for all educational institutions was \$29,886, of which only \$1,200 was derived from public funds and taxation, and \$28,686 from tuition and other sources. The public-school fund in 1874 is reported at \$27,110.99, and in 1875 is reported at \$25,473.46, showing a decrease for the year of \$1,637.53.

The Hon. G. W. Ritch, secretary of New Mexico, upon whom devolves the duty of making report to the United States Commissioner of Education, thus expresses himself in his last report, dated Santa Fé, February 1, 1876:

APOLOGETIC.

In presenting a report on education in this Territory, on the most important of factors in republican civilization, upon the Centennial of American Independence, when our whole country will be subject to the critical judgment of the varied intelligence of the enlightened nations of the world, it is not, in view of the situation, without some misgivings that we undertake the task; nor would we be doing justice to the nation and the Territory, without first calling attention, as in a former report, to the condition under which education first made its appearance in any considerable degree, and the circumstances under which it has since struggled for a place among the institutions of the Territory.

The Territory of New Mexico is part of the far West—on the extreme frontier, settled to-day by a people nine-tenths of whom speak a foreign tongue, most of whom are illiterate, and the balance with little American literature, and, as a consequence, knowing little of the political and social institutions *per se* of our common country; with habits, and customs, and modes of thought rather of a past age than of the present; * * * with unimportant exceptions without schools of any kind until nearly within the past decade; isolated by a thousand miles of wild, unsettled domain, through which her highway of commerce and of the Army wearily wended its way; all overrun by the aggressive nomads, and only suppressed to any considerable degree during the past five years; and coming in contact with the civilization of their adopted country, mainly as they met the few civil officers and teachers, the representatives of the Army, and the scape-goat and the outlaw, the latter by no means either few in number or elevating in character.

The secretary quotes from Governor Axtell's message to the legislature at the session of last winter the following language, which appears particularly appropriate in this consideration of the subject of admission of New Mexico.

RECOMMENDATIONS OF THE GOVERNOR—COMMON SCHOOLS.

The foundation and corner-stone of the republic rests upon the intelligence and virtue of the people; the people are the Government. The system of common schools for the education of the people is the only method known to us by which the requisite intelligence for self-government can be obtained. These schools must have competent teachers, competent not only to teach the elementary branches, but competent to give moral instruction both by example and precept, and to set such examples in manners and general deportment as children, who learn quickly by the eye, ought to follow; an incompetent school-teacher is a public calamity.

In conclusion, the governor made recommendation for authorization of independent school-districts, with power to raise money, &c., but the legislature refused to pass the requisite law for such purpose.

The secretary, in his report, further says :

THE GREAT NEED.

Tried by the standard that would be applied to the other States and Territories, the great need of New Mexico, beyond a peradventure, is good English public schools, and educated and enterprising men, in numbers and force sufficient to energize the whole people, and this before assuming greater responsibilities of the Government. To this end, so far as lays in her power, she must make them.

It should be stated here, however, that with limited means, and struggling with great surrounding difficulties, considerable has been accomplished, in the way of education, by the denominational schools of New Mexico, among which are represented the Catholics, Presbyterians, Methodists, and Episcopalians.

The following is a table of illiteracy in the Territories, wherein New Mexico appears to an exceedingly great disadvantage, especially considering the percentage of native-born, and the further fact that, in making enumeration, reading and writing is frequently of very limited extent.

Illiteracy by Territories—1870.

Territories.	Persons 10 years of age and over.	Cannot write—persons 10 years of age and upward.								
		Total.	Native.	Foreign-born.	White.					
					10 to 15.		15 to 21.		21 and over.	
					Male.	Female.	Male.	Female.	Male.	Female.
Arizona	2,690	2,753	262	2,491	177	122	242	254	1,167	767
Colorado	6,297	6,823	6,563	255	483	487	498	717	2,305	2,074
Dakota	1,240	1,563	758	805	56	38	44	47	403	306
Idaho	3,293	3,368	138	3,250	17	19	9	19	315	107
Montana	687	918	394	524	69	36	29	29	399	81
New Mexico	48,896	52,220	49,311	2,909	4,530	4,893	3,956	5,734	14,092	17,135
Utah	2,515	7,363	3,334	4,029	1,539	1,299	323	429	1,137	2,180
Washington	1,018	1,307	804	503	71	58	44	34	437	179
Wyoming	468	602	266	336	22	19	14	14	326	86

Another element may also be considered as bearing upon the intelligence of the people; and that in this age of enterprise and inventions is the influence of the press and the extent to which it is encouraged. In New Mexico, in 1870, there were of newspapers of all classes, as shown by the following comparative table :

State or Territory.	Number.	Circulation.
New York	518	3,338,497
Rhode Island	19	43,950
Arizona	1	280
Colorado	9	9,550
Dakota	3	1,652
Idaho	4	1,900
Montana	6	12,200
New Mexico	4	1,300
Utah	3	8,400
Washington	10	4,525
Wyoming	4	1,400

FINANCES.

On this branch of the subject it is deemed sufficient to call attention to the exhibit contained in the recent message of the governor of the Territory, the remarks added being derived from the same intelligent source as the exhibit of "Voting Population and Valuation of Property."

From the message of Gov. S. B. Artell to the legislature, December 7, 1875.

FINANCES.

It gives me pleasure to report to you that the finances of the Territory are in a favorable condition. The auditor has furnished me with the following statement of the receipts and expenditures for the past two years:

Receipts	*\$92,658 65
Expenditures	90,839 90

Receipts over expenditures	\$1,818 75
----------------------------------	------------

I have pleasure in referring the legislature to the auditor's report which is herewith transmitted. The following recapitulation will show the exact condition of the finances of the Territory:

Outstanding funded debt, bearing 10 per cent. interest.....	\$59,500 00
Outstanding warrants.....	29,662 28
Interest unpaid.....	†9,650 00

Total indebtedness.....	98,812 28
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Amount on hand over expenses.....	\$1,818 75
Due from counties.....	‡72,629 71
	<u>74,448 46</u>

Subtracted from total indebtedness leaves the sum of only.....	24,363 82
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FEES OF SHERIFFS, CLERKS, DISTRICT ATTORNEYS, JURORS, WITNESSES, &C.

It is for you to consider whether all the public funds ought to be expended for fees of officers, or whether there are other objects for which governments are instituted among men.

The clerks of the district courts in two years have received.....	§\$10,334 98
Sheriffs.....	10,274 90
District attorneys.....	11,682 82
Jurors and witnesses.....	40,436 39

Something over \$70,000 of the \$90,000 expended.

RESOURCES.

The soil and climate of New Mexico are more easily determined than its population or products, although in this particular a considerable margin exists for difference of opinion among explorers, travelers, and others who may be regarded as giving disinterested and intelligent testimony on the subject.

*Total receipts of treasury of New Mexico for two years, including fines, licenses, and taxes.

†Since this statement was made another coupon has fallen due on the territorial bonds, and is unpaid. This amounts to about \$6,000, making a total of interest in default \$15,650.

‡This amount of \$72,629.71 "due from counties," and which is credited as an available cash fund against the territorial indebtedness, actually represents taxes assessed and uncollectible, together with taxes collected and embezzled by sheriffs, with worthless bonds. The most of it is absolutely worthless as assets, and most of it is due from counties that are too poor to pay it.

§Over \$70,000 of the \$90,000 expended was for court-expenses.

The limit of this report will not admit of an extended reference or examination on this branch of the subject, which also possesses peculiar characteristics. Professor Thomas introduces his report on the agriculture of this Territory with this language:

In studying the agricultural capacity of the vast Rocky Mountain region and broad plains of the West, and calculating the probable development of the same, it is necessary to lay aside, to a great extent, all our ideas of agriculture based upon experience in the States. For not only are the physical aspects of this portion of the West so different from the eastern half of our country as to strike the most superficial observer, but the climate is almost completely reversed, the thermometric and hygrometric conditions bearing no such relations to vegetation and agriculture here as there.—*Hayden's Survey*, 1870.

The Territory is divided by the Rocky Mountains into two great divisions, one known as the eastern and the other as the western division, of which the eastern division is regarded the more fertile, as embracing areas drained by considerable streams. Professor Thomas regards about one-twentieth of the area of New Mexico as arable—that is, as susceptible of being made such; while others, equally well informed, insist that an average of not one acre in a hundred can ever be rendered fit for cultivation; and Major-General Averill, who spent several years in this region, is authority for saying that not one acre in a thousand will ever be productive.

Professor Thomas's calculation excludes, for some unknown cause, that extensive American Sahara known as the Staked Plains, and he admits that his estimate of arable lands exceeds any before made, and that it depends upon the introduction of railroads and a more enterprising population.

In the eastern division, the valley of the Rio Grande is the richest, and it is of this section that Lieut. E. G. Beckwith reports in the surveys of Pacific Railroad, vol. II:

The extensive valley of San Luis, lying between the Sierra Blanca on the east and Sierra San Juan on the west, and watered by the Rio Grande del Norte, and its numerous small tributaries, is, in general, one vast sage-plain from the Rio Colorado to Gunnison's Pass. The grass on the lower tributaries of the Rio del Norte, in this valley, is very limited indeed. It is more abundant on the upper affluents, where a few fields of prairie-grass a mile or two in width were observed, and the authority of our guide given for extensive grass-prairies on the Rio del Norte itself. But all these grass-fields, with the greatest amount of cultivation which can be supplied with water from the little streams of this valley, can, under the most favorable circumstances, only support a meager population.

Professor Rothrock, in charge of special party attached to Lieutenant Wheeler's exploration of last year, says:

The immigrant must not anticipate seeing an immense stretch of country everywhere alternating in beauty between greenswards, heavy forests, and abundance of water, like the familiar spots of the East. He must expect at present to find sterility and aridity impressing their hard lines on every feature of the landscape. Labor, here as elsewhere, will bring its reward, but acres of waving, maturing crops will not come unearned.

On January 6, 1874, General Sherman testified concerning New Mexico before the Committee on Military Affairs of the House of Representatives as follows, as shown by the report of that committee:

The Eighth Cavalry is in New Mexico, another of those delightful lands acquired from old Mexico at the end of our Mexican war. We have got it, and we have got to take care of it, unless you can prevail on Mexico to take it back. The highest point occupied by our troops is Fort Garland, in what is called the San Juan Valley. To the westward of it is Wingate, a post that is necessary in connection with the Navajo Indians; Fort Union, to the east, where the mail-road comes into New Mexico. Down the valley you have Fort Bayard, Fort McRae, and Fort Craig. To the right and left, in the lower valley, you have Fort Stanton and Fort Cummings—we call it Tularosa;

so that regiment covers substantially the whole of New Mexico, protecting the native population as against the Indians, and protecting the Indians as against the native population. Between them there is, and has been for three hundred years—longer than this country has been settled—a war, and the soldiers have to catch the knocks of both. As long as that condition of affairs lasts, you will have to keep a regiment of cavalry there. If we should disband the Eighth Cavalry to-morrow, we would have to replace it within three weeks, or else acknowledge that we are incompetent to defend our own territory. It is not worth the cost of defense, but that is not our business.

Irrigation, which is so extensively relied upon in nearly all the region west of the Mississippi Valley, can only be partially successful here. The streams are few in number, and they generally course through deep and inaccessible cañons. The average rain-fall is shown in the following comparative table :

Fort Craig, New Mexico	11. 67
Fort Conrad, New Mexico	6. 76
Fort Marcy, New Mexico, (Santa Fé)	16. 65
Socorro, New Mexico	7. 86
Fort Crook, California	23. 68
Fort Terwaw, California	69. 93
Fort Vancouver, Washington Territory	38. 84
Fort Townsend, Indian Territory	51. 08
Omaha, Nebraska	35. 02
Fort Atkinson, Iowa	39. 78
Richmond, Indiana	43. 32
Nashville, Tennessee	52. 02
Fort Wood, Louisiana	63. 53
Key West, Florida	36. 23
Fortress Monroe, Virginia	47. 04
Washington, D. C	37. 52
Albany, New York	40. 52
Amherst, Massachusetts	43. 90
Portland, Maine	48. 63

The small quantity of rain which falls in New Mexico is even large, when compared with the humidity of the atmosphere of this climate; absolute humidity being found by comparison in a number of instances, lower than any observed in hot or temperate zones, and lower even than in the desert of Sahara.

Table showing humidity in various places.

Date.	Time.	Locality of observation.	Thermometer.		Humidity.	
			Dry.	Wet.	Absolute.	Relative.
September 17, 1874.	4 p. m.	Head of Cañon Chaco	74° Fah..	49° Fah..	1.9	9
	7 p. m. . . . .	.....do	61° Fah..	43° Fah..	2.5	18
	8 p. m. . . . .	.....do	59° Fah..	42° Fah..	2.7	21
September 18, 1874.	6 p. m.	Pueblo Bonito	53° Fah..	37° Fah..	1.9	18
September 19, 1874.	6 a. m. . . . .	.....do	27° Fah..	21° Fah..	1.3	28
	8 a. m. . . . .	.....do	47° Fah..	34.8 Fah..	2.2	24
November 7, 1874.	6 p. m.	Sierra de Santa Fé	32.4 Fah..	22.1 Fah..	1.3	23
August 5, 1829 .....	.....	Siberian Desert, Platowskaya.	23.7 C.	12.7 C.	4.0	18
March 1, 1845 .....	.....	Quarata, in Abyssinia	26.2 C.	15.7 C.	6.3	24
March 11, 1866	Sunrise.	Mursuck, in North Africa	23.0 C.	11.3 C.	3.13	13
January 13, 1866	3 p. m. . . . .	.....do	22.2 C.	10.5 C.	2.48	12

The presence of extensive ruins of Aztec or ancient Pueblo towns in districts which are now uninhabitable by reason of lack of water and moisture would indicate an increasing dryness in the climate of New Mexico. Science has demonstrated the fact, and the inhabitants, says Professor Loew—

Are convinced that it becomes drier and drier every year. “*El tiempo se pone mas seco cada año,*” (the weather grows drier every year,) sighs the Mexican. They tell of

springs and creeks that existed one hundred and some fifty years ago; indeed, even of some that have disappeared within the last fifteen years. Among these, a Mexican of Abiquin mentioned the Rito Coyote, Rito Vallecito, and Rito Colorado de Abiquin, all once existing in the mountains near Abiquin. The provinces of Tiguex and Quivira, (the former on the Rio Puerco, the latter east of the Manzanita Mountains,) described by the early Spanish visitors as fertile countries, are now barren. Ruins of former Indian towns are found twelve to eighteen miles away from any water, one discovered by Lieutenant Whipple being fifteen miles north of the Rio Manco. There must certainly have been water in this section formerly.

OTHER CHARACTERISTICS OF THE PEOPLE.

We would willingly forbear further report respecting the peculiar character of the people of New Mexico were it not that there appears so general a misapprehension concerning it.

Of the native population but few are pure-blooded or Castilian, probably not more than fifty or one hundred families in all, the rest being a mixture of Spanish or Mexican and Indian in different degrees. With the decadence of early Spanish power and enterprise on this continent the inhabitants of this isolated region, with few exceptions, continued to sink, till now, for nigh two hundred years, into a condition of ignorance, superstition, and sloth that is unequalled by their Aztec neighbors, the Pueblo Indians.

In seeking for impartial and trustworthy data on this head the following, from Bishop Adams, whose diocese is made up of New Mexico and Arizona, may be regarded as unexceptionable. Giving an account of his journey through the former Territory last summer, in a letter in the nature of a report to the Board of Home Missions, he makes the following statement concerning the city of Santa Fé, the capital of the Territory:

The population of Santa Fé is said to be about 6,500, 300 of whom are Americans, *i. e.* English-speaking people. These are made up of the Army, Government officials, merchants, and those who live by their wits and the want of wit in others. The Presbyterians have lately sent a minister to Santa Fé. They have a church edifice, and their congregation is, I learn, about the size of our own. (Average 45.) If the railroad is pushed down the Rio Grande from the northeast it will be apt to remove the greater part of Santa Fé from its present site.

The bishop further says of the people of the Territory generally:

I am told, and readily believe, that the mass of the people once constituted the poor class. These appear to have more Indian than Spanish blood in their veins. They are Roman Catholics, retaining yet some of their Indian superstitions. In secret the fires of Montezuma are kept burning as brightly and continuously as a century and a half ago. I learn from many, and from those least friendly to the Church of Rome, that Archbishop Lamey has, in the course of his long episcopate, wrought many wholesome and decided improvements. He found the Mexican priesthood regardless of manners and thoroughly debauched. They were the chief men in all dissolute and immoral courses of the people, more at home with the goats than the sheep of the flock. These have been gradually removed and a better class of men appointed in their stead. He found many old rites, customs, processions, and games, which, however innocent in the beginning, had grown into serious abuses. Some are entirely removed, and the evil of others abated.

In Lieutenant Wheeler's explorations for 1875, Professor Yarrow gives, among other interesting statements concerning the people in question, the following account of a strange sect. Writing at Taos, he says:

At this place a first acquaintance was made with the "Penitents," a powerful organization of religious fanatics, whose societies' ramifications extend to every settlement throughout New Mexico. The object of this secret society does not appear to be fully understood, but self-punishment for sins committed during the year is inflicted during the lenten season. At this time it is customary for the members to meet together, and after prayers and chanting, a procession is formed, which marches through the town. The different individuals who are selected as scape-goats on this occasion

are stripped nearly naked and carry enormous crosses made of heavy beams of wood ; others carry whips made of fibers of Spanish bayonet and soap-root, with which they flagellate themselves and others until their backs are covered with gory welks. Some of the most energetic of these self-made martyrs lie down in front of the procession and permit the others to walk over them ; and the greater the suffering the more their religious fervor increases. This curious performance lasts for several days at a time, and is extremely disgusting to all sensible people. The priests of the Catholic Church have endeavored in vain to break up this organization, but without success, as their numbers are constantly increasing. At Taos, where we first noticed them, one of their number had died, and the branch to which he had belonged sat up with the body all night, singing and howling.

They have meeting-houses of their own in which the profane are not permitted to enter, and these houses are, as a rule, far superior to their regular churches. It is a custom with them while traveling to make heaps of stones, with a cross on top, alongside the road at different points, and each member as he passes adds one to the pile. This is a peculiar feature to be seen on all the roads of New Mexico, the natural inference being that these heaps marked the resting-places of the dead who had perished while traveling over the roads.

It is in sincere regard for the people of this Territory, and from a desire that nothing shall enter upon the public record calculated at a future period to reflect against them, that we withhold a further statement of their social and moral characteristics, not, however, here omitting to do entire justice to their general observance of law and authority, which, in the latter case, often amounts to almost an infirmity, and to a degree calculated to place them in political control of designing or intriguing men who may happen to be intrusted with official station over them.

The late Albert D. Richardson, author and journalist, writes of this people in 1859, in a work entitled "Beyond the Mississippi:"

Of the civilized inhabitants two thousand are Americans, and sixty-six thousand Mexicans. Fierce Indians rove the mountain-ranges and number about forty-four thousand. Twice or thrice New Mexico has suffered from the frontier epidemic of constitution-making, but until new gold discoveries bring in thousands of immigrants to develop its wide and varied mineral resources, and revolutionize its industries and social life, it will not and should not be admitted to the Union as a sovereign State.

What was true of that period is believed to be true to-day, little or no change in the interval having taken place ; indeed, one standing high in the nation's esteem, and who has had great opportunities for forming correct judgment of this section and its people, expresses the views of your committee :

There has been little increment of wealth or population since 1846, and there is none of the vitality that marks Colorado, Montana, and Territories purely of American immigration.

PRODUCTS.

New Mexico affords opportunities for sheep-raising, and wool, of an inferior grade, however, has been and probably will for some time continue to be the principal product.

No sufficient data for estimate exists since the census of 1870, when we have the following comparative statement :

	1860.	1870.	Decrease.
Sheep	830, 116	619, 438	210, 678
Wool, pounds	492, 645	684, 930	182, 285

No basis is formed for the estimate of wool-product now claimed for the Territory, and we believe that little exists in point of fact.

1870.—Total farming acres..... 883,549
Total improved acres..... 143,007

Manufactories: Number, 82; hands, 1,044.

These manufactures are chiefly for family purposes and of very primitive construction, no manufactory worthy the name existing in the Territory.

MINING.

This branch of industry has thus far made little progress. Professor Raymond, in his report of 1875, estimates the entire product of precious metals to have been for the preceding year \$500,000, but admits it to be merely guess-work, as no report had been received from this Territory, and refers to no data whatever for his calculation. He also makes the same estimate for each of the years from 1869 to 1874, both inclusive, showing no advance whatever, while the census of 1870 shows the quartz-mill products to be \$399,712.

Three or four mines are worked at intervals, and altogether the exhibit affords no encouragement in this direction. In 1870 the quartz-mills were seven in number, in seventeen establishments, employing 88 hands.

THE TREATY OF GUADALUPE HIDALGO.

An additional claim presented for the admission of New Mexico is, that the promise was more or less expressed or implied on the part of this Government in the treaty of Guadalupe Hidalgo that this Territory should be admitted as a State immediately after the execution thereof. The ninth article of that treaty read as follows:

The Mexicans, who, in the territories aforesaid, shall not preserve the character of citizens of the Mexican Republic, conformably with what is stipulated in the preceding article, shall be incorporated into the Union of the United States, and be admitted at the proper time (to be judged of by the Congress of the United States) to the enjoyment of all the rights of citizens of the United States according to the principles of the Constitution; and, in the mean time, shall be maintained and protected in the free enjoyment of their liberty and property, and secure in the free exercise of their religion without restriction.

The first explanation in the protocol of the above treaty, executed at Querataro, May 20, 1848, reads:

1st. The American Government, by suppressing the ninth article of the treaty of Guadalupe Hidalgo and substituting the IIIrd article of the treaty of Louisiana, did not intend to diminish in any way what was agreed upon by the aforesaid article ninth in favor of the inhabitants of the territories ceded by Mexico. Its understanding is that all of that agreement is contained in the third article of the treaty of Louisiana. In consequence, all the privileges and guarantees, civil, political, and religious, which would have been possessed by the inhabitants of the ceded territories, if the ninth article had been retained, will be enjoyed by them, without any difference, under the article which had been substituted.

And the third article of the Louisiana purchase, referred to in such protocol, reads:

The inhabitants of the ceded territory shall be incorporated in the Union of the United States, and admitted as soon as possible, according to the principles of the Federal Constitution, to the enjoyment of all the rights, advantages, and immunities of citizens of the United States, and in the mean time they shall be maintained and protected in the free enjoyment of their liberty, property, and the religion which they profess.

These treaty provisions present the entire law upon the subject, and it is difficult to understand how they can be construed as having the intent or meaning claimed for them, and it is equally difficult to understand how any treaty, much less the proclamation of a commanding officer of a district, should pledge Congress to any line of action in violation of so plain a provision of the Constitution as that which imposes upon it the discretion and power of admitting new States into the Union.

IS ADMISSION DESIRED BY THE PEOPLE OF NEW MEXICO ?

Doubtless a portion of the population is favorable and a few very anxious for admission. We shall not particularize this latter class, but, from information derived from many sources, we are satisfied the great bulk of the population are opposed to admission, as affording, under the peculiar condition of the country there, increased facilities for strengthening the power already in the hands of the few, while at the same time adding to the burdens of a population hitherto comparatively unused to taxation, and too poor to assume them.

CONCLUSION.

From what has been stated, it will be readily inferred that the character and sparseness of the population, the condition of the country and its remoteness from the States, constitute an anomalous condition of affairs. When we add to this the large expenditures of public money within the borders of the Territory annually, by officials not of the people, and which expenditures are to be rather increased than diminished by the admission as a State, we certainly have all the opportunities for the establishment of what is aptly denominated a "rotten borough." Rather than such should be the fate of this trust, does not wisdom dictate that New Mexico shall yet awhile continue in its territorial condition ? And when the contemplated and projected lines of railway now directed toward its borders shall have been constructed, we will have learned more of its actual condition, and if its resources and capabilities shall prove what the advocates of New Mexico as a State claim, then we may reasonably expect an accession of population, industry, intelligence, and wealth to entitle this Territory to admission in the Union as a sovereign State.

The undersigned of the committee recommend that Senate Bill No. 229 do not pass.

E. R. MEADE.
M. I. SOUTHARD.
WM. MUTCHLER.



JOHN PULFORD.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, from the Committee on Military Affairs by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3483.]

The Committee on Military Affairs, to whom was referred Ex. Doc. No. 98, inclosing a communication of Lieut. Col. John Pulford, United States Army, retired, relative to the construction of section 2 of "An act for the relief of General Samuel W. Crawford, and to fix the rank and pay of retired officers of the Army," approved March 3, 1875, having considered the same, respectfully submit the following report:

That section 2, above referred to, would have reduced the rank of a large number of retired officers but for the proviso of the section, which excepted from reduction in rank those officers who had been in service as commissioned officers twenty-five years at the date of their retirement, and those officers who had lost an arm or a leg, or had an arm or a leg permanently disabled by reason of resection on account of wounds, or both eyes by reason of wounds received in battle. Officers retired on the rank held by them at the time of retirement were also excepted from the operation of the act. The effect of these exceptions was to reduce the large number of those who would have otherwise lost rank to sixteen at the present time. Among this small number, however, are several quite as effectually and permanently disabled as are those who come within the exceptions of the act. The case of Lieut. Col. John Pulford, referred to your committee with Ex. Doc. No. 98, is one of these. This officer entered the service as first lieutenant of Company A, Fifth Michigan Infantry, remained in service to the end of the war, and rose to the command of a brigade, with the rank of brigadier-general by brevet. He received six wounds, one as captain of a company, four as commander of a regiment, and one while commanding a brigade. Two of the severest are thus described in the report of the retiring board: First, "a wound from a spent six-pound round shot, which fractured the temporal bone of the skull, broke his collar-bone and lower jaw, causing epileptic convulsions, which wound was received at the battle of Malvern Hill, Virginia, July 1, 1862." Second, "a wound from a minie-ball, which entered the right side of the neck, and, passing backward and downward, carried away the spinal process of one of the upper dorsal vertebrae, and has left the spinal cord imperfectly protected, and which last-mentioned wound was received at the battle of the Wilderness, Virginia, May 5, 1864, while he was lieutenant-colonel of the Fifth Regiment Michigan Veteran Volunteer Infantry, and in actual command of said regiment."

Dr. D. O. Farrand, one of the most eminent surgeons of Detroit, Michi-

gan, in an affidavit dated July 12, 1875, also describes the disabling effects of the wounds. He testifies that "he is personally acquainted with, and has carefully examined, the said Col. John Pulford, and finds that his arms are permanently disabled by reason of a gun-shot wound received in battle, the ball having entered the right side of the neck, passing backward, downward, and outward, carrying away a portion of the first and second dorsal vertebræ. The wound has healed, but has left the spinal cord covered only by the integuments for the space of nearly one inch, the arms being permanently disabled by reason of the injury done to the brachial plexus."

This gallant officer was, upon a favorable report of the retiring board, retired with the full rank of colonel December 15, 1870. He was reduced to the rank of a lieutenant-colonel by the operation of the so-called "Crawford act," approved March 3, 1875, and his case not falling technically (though Colonel Pulford is clearly among the most completely disabled officers of the retired-list) within the exceptions of that law, he remains under the mortification and injustice of degradation from a rank fairly won by conspicuous gallantry, a steady fidelity to duty, and by a permanent disability from wounds of the severest and most painful character.

Your committee, therefore, believing that this officer should be restored to his original retired rank, as a case falling within the spirit, if not the letter, of the so-called Crawford act, report the accompanying bill for his relief.

○

ALMERON E. CALKINS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, from the Committee on Military Affairs, by unanimous consent submitted the following

REPORT :

[To accompany bill H. R. 559.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 559) for the relief of Almeron E. Calkins, late a second lieutenant of the Eighth Michigan Cavalry, having considered the same, respectfully report :

That the case of this officer, in the opinion of your committee, comes within the rules and decisions of the War Department respecting the terms and conditions precedent to a muster into the volunteer service during the war. He was commissioned and in possession of his commission from the 19th day of March, 1864, and, by order of Lieut. Col. B. H. Hill, superintendent of volunteer recruiting service, dated Detroit, Mich., March 22, 1864, entered upon the duties of a commissioned officer on that day. This order is as follows :

[Orders No. 42.]

OFFICE OF SUPERINTENDENT VOLUNTEER RECRUITING SERVICE,
Detroit, Mich., March 22, 1864.

Lieut. A. E. Calkins, Eighth Michigan Cavalry, will proceed without delay in charge of a detachment of recruits for the Army of the Ohio, after which he will join his regiment.

The Quartermaster's Department will furnish transportation.

By order of Lieut. Col. B. H. Hill, superintendent volunteer recruiting service.

JOHN H. KNIGHT,
Captain Eighteenth United States Infantry, in Charge of Office.

It is in evidence that Lieutenant Calkins joined his regiment on or about 27th of March, 1864, at Mount Sterling, Ky., and was assigned and mustered into Company K, which muster was soon after found to be illegal, and was canceled. He was subsequently sent to Company I, which was entitled to a second lieutenant by reason of legal numbers and a vacancy; but before muster he was sent to Company K again, which company was without a commissioned officer present for duty, and to which most of the recruits brought by him had been assigned. He commanded this company on the Atlanta campaign and subsequently.

That, on account of active service entered upon by the cavalry soon after he joined, he had no opportunity to be mustered until about the 1st of September, when he was mustered to fill a vacancy in Company K, which occurred July 23, 1864.

Your committee are of opinion that this officer, who was commissioned for no particular company, should have been mustered, upon joining his regiment, into any vacancy of second lieutenant in said regiment, to date from March 22, 1864, the date of his entering upon duty as a commissioned officer. It appears from the records of the regiment that Company I had the requisite number and a vacancy of second lieutenant at the time of his reporting for duty. It seems, therefore, to have been owing to the frequent shifting command of this regiment from the colonel to the major that this duty was not attended to, and from no fault or neglect on the part of Lieutenant Calkins, who simply obeyed the orders of his superior officers.

The hardship is greater in this case from the fact that Lieutenant Calkins, who had previously belonged to an infantry regiment, was recruiting from about the 1st of January, 1864, and had enrolled over fifty men for this regiment before he was appointed from civil life a second lieutenant. For nearly seven months, therefore, so far as the evidence shows, he was without the pay of an enlisted man even, though doing the duty of a commander of a company, and really entitled to extra pay for care and responsibility of arms and accouterments during nearly four months of that time.

Your committee recommend the passage of the bill, with an amendment striking out in seventh line the word "nineteenth" and inserting "twenty-second."

O

JOHN RENTZ.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3484.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 303) for the relief of John Rentz, having had the same under consideration, respectfully submit the following report:

That the "statement of service" from the Adjutant-General's Office shows that John Rentz was enrolled in Company B, Fourth Regiment Michigan Volunteers, on the 20th of June, 1861, to serve for three years or during the war, and re-enlisted as a Veteran Volunteer December 29, 1863, and that he was reported "deserted at San Antonio, Tex., February 14, 1866." The war-record shows no charge of dereliction of duty during this long service of four years and eight months. On the other hand, the major of his regiment and the captain of his company bear testimony to his gallantry and good conduct; and the surgeon of the regiment, the adjutant, and ten other officers, and several privates of his regiment, with several officers of other regiments, join in a certificate that "he was always on duty and never shrank from the faithful performance thereof." They further state that "after the war was over, and an order had been issued to have the veteran detachment discharged, he came home without leave, and was marked as a deserter."

In consideration of the well-established fidelity and gallantry of this soldier for the period of four years and eight months, extending to a date nearly one year after the virtual closing of the war, and after his contract of service with the Government was really completed, your committee are of opinion that a strong case is presented for the just clemency of Congress.

Your committee report back a substitute for House bill 303, and recommend its passage.

CHARLES VALIER.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT:

The Committee on Military Affairs, to whom was referred the claim of Charles Valier, late sergeant of Seventh Illinois Cavalry, for pay and allowances as second lieutenant of said regiment from January 20, 1864, to April 15, 1865, and also for three months' extra pay as second lieutenant, granted to all officers in service on 3d of March, 1865, and discharged subsequent to April 9, 1865, having considered the same, respectfully report:

That said Valier was mustered into the service of the United States on the 27th day of August, 1861, as sergeant of Company M of said regiment. He was taken prisoner of war on the 3d of November, 1863, at Coldwater, Miss., and remained as such in the hands of the enemy until the 1st day of March, 1865. While thus a prisoner of war the said Valier, as certified by I. N. Haynie, adjutant-general of the State of Illinois, was commissioned as second lieutenant of Company M of said Seventh Illinois Cavalry Regiment on the 31st of January, 1864. It appears from the affidavit of the petitioner that he did not receive said commission until April 12, 1865, three days only before he was mustered out of service with his regiment, at Springfield, Ill., April 15, 1865.

The petitioner was not entitled to muster as second lieutenant, for the following reasons, viz:

First. Under the laws, orders, and regulations in force at the time for which pay is claimed, no enlisted man could be mustered as a commissioned officer until after the receipt of his commission, nor enter upon duty under said commission unless with a proper command.

Second. No person could be mustered into service as a second lieutenant in a company reduced below the minimum number.

The petitioner, although he received his commission three days before muster out, does not appear from the records to have rendered any service as such, and the report of the Adjutant-General of the Army states that subsequent to his capture by the enemy he never rejoined his command for duty, and that, further, the records show that the company to which he was appointed (M) was, during nearly the entire period claimed, reduced below the minimum, and therefore was not entitled to an officer of the grade of second lieutenant.

It further appears from the certificate of I. N. Haynie, adjutant-general of the State of Illinois, that said commission of second lieutenant was declined by the petitioner on the 14th of April, 1865, and canceled.

Under this state of facts your committee report adversely to said petition, and ask to be discharged from further consideration of the same.

S. G. GOING.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, from the Committee on Military Affairs,
by unanimous consent, submitted the following

REPORT:

The Committee on Military Affairs, to whom was referred the petition of S. G. Going, asking that the veterinary surgeons be placed on the same footing as Army surgeons, respectfully report:

That no suggestion or recommendation from the War Department or any officer of the Army accompanies this petition. Nor is there any evidence that the duties of the veterinary surgeons are not well discharged under the existing system.

Your committee are of opinion that the proposed change would not be beneficial to the service, and therefore report adversely and ask to be discharged from further consideration of said petition.

○

WILLIAM O. CORY.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, from the Committee on Military Affairs, by unanimous consent, submitted the following

R E P O R T:

[To accompany bill H. R. 2045.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 2045) for the relief of William O. Cory, having considered the same, respectfully report:

That it appears, from the records of the War Department, that said Cory voluntarily elected by telegraph, dated December 24, 1870, to be honorably mustered out of service, under section 10 of the act of July 15, 1870, with one year's pay and allowances, provided for in said act; that at the time of said election he had been selected for retention in the service, and duly assigned to the Twenty-fourth Regiment of Infantry, (one of the colored regiments,) as first lieutenant. Subsequently he applied for a new appointment as second lieutenant, and he accepted a commission as such, to rank from October 1, 1873. His virtual resignation and his subsequent appointment into the Army were both upon his own request; and now this bill proposes to place him, after being nearly two years out of service, back into his old rank, which he voluntarily gave up, and over the heads of ten officers of another regiment than that from which he resigned, who have remained constantly in service.

Your committee do not think that Lieutenant Cory has a shadow of legal or equitable claim for the relief asked for, and therefore report adversely to the bill.

C

THIERMAN & FROST.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. TUCKER, from the Committee of Ways and Means, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 3485.]

The Committee of Ways and Means, to whom the claim of Thierman & Frost was referred, submit the following report :

These parties were distillers in Kentucky, and were assessed with taxes upon their business in 1869, to an amount exceeding \$30,000. Upon failure to pay, the officer levied a distress upon the property, real and personal, of the distillers, in July, 1870, being the "distillery premises No. 1, fourth district, Kentucky, one and one-quarter acres, lying in the town of Concordia, Ky." The exact amount of tax and subject thereof is thus stated: "Deficiency, capacity, barrel, and special, from February to September, 1869, \$30,513." Notice of seizure appears to have been given to W. Frost in person, at Concordia, and to H. Thierman, junior, by mail to Louisville, Ky., both being given in July, 1870, and notice was posted in Concordia, Brandenburgh, and Big Spring, and published in the "Commercial" at Louisville, from July 29 to August 6, 1870. The property was sold August 6, 1870, for \$1,000, and certificate of purchase issued to the purchasers August 8, 1870. After paying costs and expenses of sale, the net amount was \$889, of which \$456.15 was applied to February, 1869, list, and the remainder to amount due for warehouse stamps. The property sold was assessed at \$4,000, and brought \$1,000.

Suits were brought by the United States upon the bonds of the distillers, in August, 1869. They pended until March, 1874; proposals of compromise being made in the interval, which failed. On the trial, there being a failure to prove that a copy of the survey was delivered to the defendants, judgment was rendered in their favor. In one of the suits, however, judgment was rendered against Henry Thierman for \$100, but judgment was rendered in favor of his sureties.

The petitioners ask for compensation for the value of their property sold under the distress, on the ground that the subsequent judgments show that the taxes were illegal, and the distress and sale void, and that the Government should compensate the owners for damages for the illegal seizure and sale of their property.

The claim to relief may rest on either of two grounds: 1st, to pay for the property sold; 2d, to return the tax paid by proceeds of sale, if the tax was not due.

As to the first claim, "No suit for the purpose of restraining the assessment or collection of any tax shall be maintained in any court. (Rev. Stats. of U. S., § 3224.)

An appeal is allowed, however, to the Commissioner of Internal Revenue against illegal assessment or collection, and no suit for recovery back of tax illegally collected lies, until such appeal has been heard and decision made by the Commissioner of Internal Revenue. And no suit can be brought except within two years after the right of action accrued. (*Id.*, §§ 3226, 3227.)

In this case, the Commissioner reports to the committee that no appeal has been made by the petitioners against the illegal assessment or collection, and no suit has been brought.

In case of the sale of personal property for taxes, the sale passes a full title, where regularly made, and is legal, unless payment is made before sale of taxes and charges. (*Rev. Stats. of U. S.*, §§ 3193, 3194.)

In case of sale of real property, the rights of the owner are better protected. The title does not become indefeasible in the purchaser unless "the proceedings of the officer as set forth have been substantially in accordance with the provisions of law." The sale may be prevented by paying taxes and charges, and even after sale the owner may redeem the real estate within one year after sale, by paying to the purchaser the amount paid by him, with interest and 20 per cent. per annum. (*Rev. Stats. U. S.*, §§ 3196, 3197, 3198, 3199, 3201, 3202.)

Upon this state of facts these conclusions are reached :

1. The sale made in August, 1870, has never been sought to be relieved against by these parties as the law allowed, either by appeal before sale to the Commissioner of Internal Revenue, or by offer to pay taxes and charges, or by suit to recover back taxes illegally paid, nor by redemption of the land—a redemption very easy, as it does not involve a payment of the heavy tax, but only the amount for which the property was sacrificed, as is alleged. Nor have the parties sued for the land or shown reason for not doing so, as they could have done if the proceedings were not substantially according to law.

2. By comparing Revised Statutes of the United States, sections 3143 and 3148, it is obvious that for illegal assessment, seizure, and sale the officer so acting is liable on his official bond to the party injured. This remedy has not been prosecuted.

The Government cannot be responsible, under these circumstances, for the value of the property sold; not even for the assessed value, far less for the large speculative value asserted by the affidavits filed in support of the petition. The wrongful act of the officer in the line of his duty has been hedged round by bonds in a penalty for the security of private parties, and their rights are guarded in many ways, as has been shown, before the sale can work injury. In this case, the parties have failed to pursue any of these remedies, and come directly against the Government. Justice does not require an allowance of their claim. Injustice would be done by allowing it to the public, as such a precedent would deplete the Treasury for damages done by officers under color of law and yet against it. The Government cannot be liable for their illegal and unauthorized acts.

As to the second claim, your committee are of opinion that if the Government has received taxes from these parties which they can show were not due, it should be refunded. The amount received by the Treasury was \$889. A bill to authorize the Secretary of the Treasury to refund so much of this sum as shall be shown to have been illegally collected, because not legally due, is all that can be done. A bill for that purpose is herewith reported.

JAMES F. BUCKNER.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. TUCKER, from the Committee of Ways and Means, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 3486.]

The Committee of Ways and Means, to whom have been referred the petition and memorial of James F. Buckner, collector of the fifth district of Kentucky, respectfully report :

The facts and evidence in this case are so voluminous that your committee will state the results to which they have arrived, without minute details.

The petitioner was appointed collector of internal revenue for the fifth district of Kentucky and entered on his duties May, 1869, and has continued in office to this day. The testimony to his character for integrity and fidelity is uniform and ample, from all the officials of the Government in Kentucky and in Washington, and from so many sources of a private character as to leave no doubt in the mind that the defalcation of his subordinate was wholly without any privity or complicity on his part, and that the unfortunate results of that default are in no degree attributable to any lack of integrity on the part of Buckner, so that the case is entirely free of all moral stain or suspicion, as far as Buckner is concerned.

The district was a large one and the collections very heavy—more than a million of dollars per year. In the discharge of his duties, and as the law required, he appointed deputies. He could not have fulfilled his duties without them. His supervision of their conduct was requisite, and his responsibility for their acts is undoubted.

By section 3148 of the Revised Statutes of the United States the collector is authorized to appoint as many deputies as he may think proper, to be compensated by him; to revoke them, giving notice thereof to the Commissioner of Internal Revenue; and to require and accept bonds or other securities from such deputies. Each of such deputies has by law like power with the collector to act in the collection of taxes, &c., "but each collector shall, in every respect, be responsible both to the United States and to individuals, as the case may be, for all moneys collected, and for every act done or neglected to be done by any of his deputies while acting as such."

The bond of the collector himself is required to be upon condition "that said collector shall faithfully perform the duties of his office according to law, and shall justly and faithfully account for and pay over to the United States, in compliance with the order or regulations of the Secretary of the Treasury all public moneys which may come to his hands or possession." (Rev. Stats., sec. 3143.)

By section 3218 of the Revised Statutes it is provided that he shall be credited with certain uncollected taxes, provided it be proved "that due diligence was used by the collector." This last provision is not important in its direct application to this case, but is important to show that the Government has by law recognized the element of credit to a collector, even in case of loss, where it has occurred notwithstanding due diligence was used by the collector.

Your committee would not relax the responsibility of a collector for his own or the default of his subordinates as fixed by law, except where it is clearly established by affirmative proof that the collector has not only had no complicity with the wrongful act, but where he has used due diligence in the selection of his agent, in supervising his conduct, and in guarding the Government and public against the consequences of his malfeasance. Where this is fully shown and all guilty knowledge and improper negligence in respect to the acts of the subordinates are excluded by clear proof, your committee are of opinion that justice, sustained by numerous precedents, requires that the legal liability of the collector may be properly released by the Government.

The collector is the agent of the Government, an agent whose duties are such as to authorize him to employ subagents; in fact, the law expressly authorizes it. To hold the collector to responsibility for a lack of infallibility in the selection and in the supervision and guarding of these subagents, so that the Government shall be absolutely secured against loss, would be to make the collector not a mere bailee but an insurer for the Government. Such a measure of liability would be fraught with public detriment, because it would deter upright men from undertaking official duty which involved such hazard, and leave the offices to be filled by irresponsible men. It is the interest of the Government to induce honest men to take office, and not frighten them from it by the exaction of a liability too great to be willingly incurred.

Were it not for the penal bond which the collector gives, and the stringent legal provisions in respect to his official liability already referred to, your committee are of opinion that the fiduciary relation of the officer to the Government would admit of a legal defense to its suit against him for the malfeasance of his subordinate upon such proof as has been before stated as proper for his exemption. And your committee cannot believe that it is either just or consistent with sound policy to exact the full condition nominated in the official bond in a case where, except for the bond, the party would have a good defense at law or in equity.

Your committee have deemed it proper to be specific as to the ground of their action in this case in order that it may not be drawn into a precedent for a relaxation of the rules which should govern official responsibility.

The grounds of exemption are these:

1. The whole burden of proof rests with the officer.
2. He must exclude all hypothesis of fraud on his part or privity in or knowledge of the misconduct of his subordinate.
3. He must show due, that is, watchful, care and diligence in the appointment and over the action of his subordinate.
4. He must show that he used all reasonable care in providing for responsibility of the subordinate for any malfeasance or negligence in office.

Your committee will proceed briefly to apply these principles to the case presented by the petition.

1. The whole proof has been left to the petitioner, with no presumptions in his favor.

2. The proof absolutely excludes every presumption of fraud on the part of Buckner or privy in or knowledge of the misconduct of the subordinate until the fault was complete.

3. In the appointment of Jackson to his office it appears the collector was fully justified.

Jackson was a young man of exemplary moral character, with unsullied reputation for integrity and for piety. He had been faithful as clerk to the United States marshal of Kentucky; had been elected to an office of trust, irrespective of his party relations, in the community where he had long resided; had been clerk under Buckner in the collector's office for two years before his appointment to that of cashier, in which the default occurred, and had in all these positions commanded the full confidence of the public. The selection of such a man cannot be attributed as a fault to Buckner for which he should be held to liability.

The evidence as to watchfulness over his conduct by the collector is satisfactory.

In the first place it appears that the general conduct of Buckner's office was remarkably good. His office is spoken of as an example of regularity and strictness in official action.

Again, it was ever open to the fullest scrutiny of the agents sent out by the Internal Revenue Department to inspect and report. These special agents examined the office and Jackson's official conduct and accounts, as follows: A. H. Holt, November 28, 1872; Z. Rogers, April 4, 1873; H. T. Yaryan, February 10, 1874; J. C. Lotz, November 11, 1874; J. C. Napier, March 5, 1875, assisted by Messrs. Crozier and Houghtou and by J. C. Wheeler, June 25, 1875. These detective supervisors, admitted cordially by Buckner to the fullest inspection, reported to the Bureau and to Buckner himself that all was well. The Government thus, by its independent supervision, passed upon the correctness of Jackson's conduct, and thus gave its own assurance to Buckner that his subordinate was doing his duty. No care on Buckner's part could have exceeded this inspection by vigilant agents, whose duty was to detect, not to screen, offenses; and nothing could more perfectly have assured Buckner that his diligence was ample than the report that no wrongdoing had been detected, and none was even suspected by these officers.

They testify that no vigilance of Buckner could have discovered the frauds which the skill of this subordinate covered from the keen inspection of these detective agents. This shows the loss could not have arisen from a lack of watchfulness, since it establishes that no care, however great, would have availed to detect it. The fraud was at last detected at the office in Washington, and was found to have been covered by false entries on Jackson's books, and perhaps false counts of the tobacco-stamps on hand from time to time. The detectives cannot now say when or how the fraud was committed, for, as soon as detected, he made way with important papers, as is supposed, and committed suicide, thus obviously confessing his theretofore skillfully-concealed guilt.

But the testimony is specific that moneys received by the cashier were required to be deposited in bank daily; that he made them promptly; that no moneys were kept on hand, but all were on deposit; that the whole office was conducted well; that the collector gave personal attention to his office, &c.

It therefore seems to the committee that proof of due diligence in the appointment and care in the supervision of the subordinate is complete.

4. The last question is as to reasonable care in providing for the responsibility of Jackson for losses occurring from any malfeasance, &c.

The law authorizes the collector to secure himself, and, through himself, the Government, by taking a bond.

The collector did take a bond in the penalty of \$25,000, with what was then ample security. It is doubtful whether the sureties are now good. Suit has been brought on the bond, and the recovery may be defeated by the insolvency of the obligors. But this insolvency has arisen since the defalcation, and was not at that time suspected. Suit was promptly brought.

Whether the penalty of the bond was sufficient is a matter on which the committee has given much reflection. The law leaves that to the collector's discretion. It is his security. If he does not take a sufficient bond it is his not the fault of the Government.

Your committee think this question will not change the result; because—

1st. The collector's bond is only in a penalty of \$100,000, and that of this single subordinate would have been unreasonably large had it been over \$25,000.

2d. It is as large as the penalty of such bonds usually is, and larger than had been required by a former collector. It had been \$10,000, then \$15,000, and Buckner increased it to \$25,000.

3d. As the collections were required to be deposited daily in bank, and none were kept on hand, the penalty required would seem to have been ample. Indeed, no penalty could be large enough to cover all possible frauds where the collections reached, as in one year they did in this office, the sum of \$2,000,000.

It is proper to state that the committee having heard that evidence existed which would fix a liability on Buckner, summoned witnesses. It is enough to say that nothing was elicited which impugns the conclusion your committee have reached on the whole case, that Buckner, under the peculiar and exceptional facts referred to, is entitled to the relief proposed by the accompanying bill, which your committee recommend do pass.

○

CAPT. SAMUEL ADAMS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be
• printed.

Mr. JOHN F. PHILIPS, from the Committee of Claims, by unanimous
consent, submitted the following

REPORT:

[To accompany bill H. R. 3489.]

The Committee of Claims, to whom was referred the memorial of Capt. Samuel Adams for relief, having had the same under consideration, beg leave to report:

That the claimant for many years, dating back to 1864, had been engaged in exploring the Colorado River and the region of country adjacent thereto; that his discoveries in this hitherto comparatively unknown region were such as to attract the attention of observant men, embracing members of Congress and the then Secretary of War, Hon. E. M. Stanton, at whose instance the claimant embodied the result of his explorations in a report to the Secretary of War. He also, it seems, at the request of the Commissioner of the General Land-Office, gave information of value as to routes, settlements, and towns, from the Colorado River to Salt Lake City, which points were, by the Commissioner, marked upon his published map. The importance of this river to navigation, and its adjacent mineral and timber resources were such, in the estimation of the Secretary of War, as to induce him to direct the claimant to return to the Pacific coast of California to accompany boats to said river, and ascend it on a tour of inspection and exploration. This was done, and the Colorado River was ascended and its navigability demonstrated for the first time, for a distance of some six hundred and twenty miles. From thence he proceeded inland across the main divide of the Rocky Mountains in Colorado Territory, and organized an expedition, constructed, at his own expense, four boats, furnished provisions, arms, &c., and descended the Blue and Grand Rivers, exploring the region of the Grand and Green Rivers, making many discoveries valuable to science, history, and most useful to the material interests of the Government. Among the more prominent results of these explorations and observations may be mentioned the following: The discovery of a new, safe, and fresh-water harbor, below the mouth of the Colorado, named Victoria Bay, now known as "Isabella Harbor," demonstrating the navigability of the Colorado River to Callville, a distance of six hundred and twenty miles, a point far beyond where the United States engineers reported the river susceptible of navigation, thus stimulating the commerce of the river and giving access to the rich mines of coal, copper, gold and silver lying beyond; establishing the feasibility of a railroad route for four hundred miles from Salt Lake City to the head

of navigation, and giving an uninterrupted route to the Pacific Ocean without crossing the Sierra Nevada Mountains; the discovery of valuable timber suitable for various mechanical and domestic uses; the discovery of the greatest fall in the Colorado, the extent of its valleys, and the location of its agricultural lands; points of mineral wealth and evidences of extinct and existing types of advanced civilization; many of which results have been since greatly utilized by the engineers and scientists acting under the authority of the United States Government.

The descent of the Grand River, above alluded to, was attended with severe hardships, imminent perils, and serious losses to the claimant and his party, in the wreck of his boats and loss of personal property and valuable papers. The claimant, in 1871, made his report to the Secretary of War, which was submitted, with his claim for compensation, to Congress, and by Congress printed, which report is herewith submitted.

The memorialist claims \$20,000 compensation for his services.

The committee are satisfied, from the proofs and papers submitted, that in justice and equity the claimant deserves some compensation from the Government for his labors, hazards, and losses. The only questions which have embarrassed their considerations are, first, the existence of the authority on the part of the Secretary of War to send the claimant upon such an exploration, and the real, tangible amount to which he could lay claim as the direct result of an actual or implied contract.

That the last trip of claimant to the Pacific coast, and up the Colorado, and over the mountains, and down the Blue and Grand Rivers, was made under the license and direction of the Secretary of War, is satisfactorily established; that the claimant was to receive a compensation is also apparent. That the Secretary of War expected this compensation; so far as the navigation of the Colorado River was concerned, to come out of the appropriations for the coast and harbor surveys, &c., is clearly inferable; but as subsequent examination shows that this appropriation could not be so applied, no fund was at the command of the War Department for such compensation. And a misunderstanding seems to have sprung up between the Secretary of War, as well as a jealousy or criticism on the part of the Government engineers, which, coupled with the loss and displacement of papers constituting important links in the chain of evidence only recently supplied, have delayed any favorable or final action on this claim to this date.

The claim for \$700 for services and outlays of claimant in 1863 and 1864 cannot be allowed, as they were rendered and made prior to any pretense of authority from the Secretary of War. So of the item of \$1,465 for liabilities incurred in running the steamer Esmeralda up and down the Colorado in 1865-'66. So of the item of \$250 for going from Callville to Salt Lake City and San Francisco in 1865.

The item of \$300 in going from San Francisco to Callville, building rafts for arms and provisions, and descending the river for 400 miles, is rejected for the same reason; likewise the following items: \$450 for traveling from Callville to Washington City and reporting the facts, in 1866; \$160, personal expenses while in Washington City making out reports, &c.

Subsequent to this time, as the further services of the claimant seem to have been prosecuted under the sanction of the Secretary of War, and as the Government and public were manifestly benefited by the labor, hazards, and outlays of the claimant, it seems but right and just that a reasonable compensation should be allowed him. While, in the

udgment of your committee, the great benefits resulting to the Government might outweigh any small computations, yet, in appropriating the public money, they feel no license to enter the uncertain field of speculation or extravagance; and reducing the claim to actual, direct compensation, on the basis of a contract and the extent of service performed and money expended, the committee present the following account as nearly just and reliable as is attainable:

For returning from Washington City to the Colorado River, via San Francisco, to prosecute the explorations.....	\$250 00
For expenses and services in ascending the Colorado River seven hundred miles, crossing to Salt Lake City and the mountains, building four boats, purchasing arms and ammunition, instruments, and provisions, organizing the force, and the voyage down the river, and loss of property, and report of exploration, &c., to the Government.....	3,500 00
	3,750 00
Making in all.....	3,750 00

For which amount your committee herewith report a bill making the necessary appropriation, and recommend its passage.



SARAH E. GARLAND AND FRANK M. HOPPIN.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JOHN F. PHILIPS, from the Committee of Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 515.]

The Committee of Claims, to whom was referred the bill (H. R. 515) for the relief of Sarah E. Garland and Frank M. Hoppin, having had the same under consideration, report:

That one Franklin B. Hoppin, of Sangamon County, Illinois, died intestate June 1, 1865, seized of certain real estate situated in said county, also a large amount of personal property, leaving as his sole heirs Sarah M. Hoppin, his widow, and Sarah E. Garland, (intermarried with Austin M. Garland,) and Frank M. Hoppin; the said Sarah M. Hoppin was duly appointed and qualified as administratrix of the estate. The estate was largely in debt. The heirs, thinking the personal assets sufficient to pay the debts of the estate, paid as a succession-tax on this land the sum of \$337.82, May 2, 1868. The personal estate proving insufficient to satisfy the debts probated, the lands aforesaid were subjected by judicial proceeding to the payment of the residue of said debts.

On the 5th day of April, 1875, the claimants made their application to the Internal Revenue Department for the refunding of this succession-tax, as having been improvidently paid on the misapprehension that the land would descend to them by inheritance. The Commissioner rejected this claim on the ground that it was not presented within the time prescribed by section 44, act of June 6, 1872. The reason assigned by claimants for this delay is, that, as the estate was delayed in court in process of administration, it could not be definitely ascertained what portion, if any, of this land would be left for descent until the conclusion of the administration and proceedings in court.

In the judgment of the committee, this excuse, under the peculiar circumstances of this case, is a valid one and the claim just and equitable. The committee cannot, however, recommend the allowance asked in the bill for interest, and after striking out the words in lines 8, 9, and 10, "together with interest thereon at the rate of six per centum per annum from the second day of May, eighteen hundred and sixty-eight, until the passage of this act," report the bill back with a favorable recommendation.

E. B. McPHERSON, JR.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JOHN F. PHILIPS, from the Committee of Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 2905.]

The Committee of Claims, to whom was referred the bill (H. R. 2905) for the relief of Edward B. McPherson, jr., having considered the same, beg leave to report :

The claimant was the owner of the steamer Lexington. At Saint Louis, in April, 1866, the quartermaster, U. S. Army, made a contract with the claimant for the transportation of Government troops and stores from Saint Louis to Fort Sully, Dakota Territory, at the rate of \$530 per day. This contract the steamer performed, and was discharged and paid off at Fort Sully, where she was seized and impressed by Col. J. V. D. Reeve, of the Thirteenth U. S. Infantry, to transport troops and stores to Fort Benton, Montana Territory, and proceeded on this trip as far as Beaver River, where, under orders of the military, she transferred her freight to another boat and was left at that point. The military gave her a voucher for services to that point, which was paid. She was released at 3.30 a. m. on the 18th day of April, and began her return trip to Fort Sully, where she arrived at 5 o'clock p. m. April 20, making sixty-one and a half hours consumed in returning to Fort Sully, the point of her impressment.

For this time, being two days and thirteen and a half hours, she presented her claim to the Third Auditor of the Treasury for \$1,358.12, being at the rate of \$530 per day. The Quartermaster-General disapproved this claim except for \$795, which was for thirty-six hours, which he claimed was the usual running time for a boat from Beaver River to Fort Sully, and, on the concurrence of the Comptroller, this sum (\$795) was paid the claimant. The claimant was dissatisfied with this, and demanded a rehearing for the residue of his claim, to wit, \$563.12.

The Third Auditor, after full investigation of the facts, allowed the claim, but the Second Comptroller disapproved it, on the ground that having once considered it he would not re-open it.

The steamer having been impressed at Fort Sully into the Government service and taken far up the Missouri River, both usage and justice required that the Government should pay for the time necessarily consumed in returning to the point of seizure. This, the Government concedes. The log-book and depositions of the officers and crew of the steamer abundantly establish that the time consumed in returning to Fort Sully was unavoidable. She was a large steamer, and in that region she had to lay up until the crew could go ashore and cut wood to

run her, which occupied eight hours, and on the evening of the 19th, just above old Fort Pierre, she encountered a fearful storm, which drove her aground at 7 p. m., where she lay all night, despite the most laborious and persistent efforts, the night through, to get her afloat. And, as an evidence of the effort of the steamer to economize time for the Government, counting her actual running time, she ran the distance in thirty-three and a half hours, when the ordinary running time is thirty-six hours. The decision of the Quartermaster-General in allowing the claim for \$795 was in ignorance of the peculiar hardships and incidents of this return trip, which misapprehension the Third Auditor corrected in his examination. The action of the Second Comptroller seems to have been arbitrary and founded on the principle of estoppel, which, in the judgment of your committee, has no application to the facts of this case.

The citizen whose property and employés are impressed into the public service by an overpowering force, has not the ordinary redress by action at law, as between one citizen and another. His claim is submitted to the discretion and caprice of mere accounting-officers, who are bound by none of the fixed and certain rules of legal procedure governing courts; and to say that because, after long delays, he accepts a draft for an allowance which he may be glad to get and afraid to refuse, he is estopped from insisting on the payment of an honest balance, would concede the right of Government to take advantage of its own wrong. The claimant in this case took the amount allowed him, and, as evidence that he did not accept it as an acquittance, he at once pressed his demand for the residue due him.

Your committee think the amount claimed is justly due, and therefore report back the bill with a favorable recommendation.

H. P. JONES & CO.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JOHN F. PHILIPS, from the Committee on Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 1427.]

The Committee on Claims, to whom was referred the bill (H. R. 1427) for the relief of H. P. Jones & Co., having had the same under consideration, beg leave to report:

That the claimants in February, 1873, shipped from Norfolk to Liverpool a lot of "smoking-tobacco" on which there was a drawback-tax of \$400.20, on compliance with the law in such cases provided by statute, which statute prescribed in substance that such drawback should be allowed upon proof to the Commissioner of Internal Revenue that the revenue-stamps affixed to the tobacco were destroyed before the shipment thereof.

The Department rejected the claim for this drawback on the ground that the proof of the destruction of the stamps was not satisfactory to the Department. The Commissioner claims in his letter of January 2, 1874, that claimants failed "to notify the collector of their district of their intention to export this lot of tobacco; that that officer was unable to issue his certificate as to the payment of the tax," and that "no inspection of the stamps was made by that officer."

Your committee find from the official papers on file in the proper office for the port of Norfolk, that on the 26th day of February, 1873, the claimants did, on the usual approved form, request the inspector at such port to make the inspection of this tobacco preliminary to its shipment, alleging that the drawback was claimed. On the same date the collector for said port issued his order to said inspector directing the inspection to be made, and "to utterly destroy all revenue-stamps affixed thereto, and mark with some appropriate device, or appendage, each article or package thereof, and superintend the lading of the same on board of the vessel, and make return to the office." And on the same date the said inspector did make his return to said collector in due form, in which he states over his official signature that, in pursuance of said order, "upon a notice of shipment, &c., the stamps affixed to 'this tobacco' have been entirely destroyed by me, and said merchandise has been this day duly laden under my supervision," &c.

The proper manifest was issued, and the requisite affidavit of exportation and claim for drawback was made by the attorney of the shippers.

Long after this, when the claimants had called for their drawback, this same inspector, in a letter of date May 5, 1874, to the collector of customs, says:

I have to say that I did not cancel the stamps. My orders were to see the boxes were aboard the vessel. I had no order to cancel stamps.

It was on this letter of the inspector that the Commissioner of Internal Revenue, Mr. Douglas, declined to pay this drawback.

It is apparent from the record that this inspector's statement, made in his letter of May 5, 1874, that he "had no order to cancel stamps," is false; for the order already quoted expressly directed him to "examine and ascertain the quantity, marks, and proper description of this merchandise" and "*to utterly destroy all revenue-stamps affixed thereto,*" &c. His official return shows he made this examination and destroyed the stamps.

Either his official return or his letter is false. The other portion of the official record shows that his letter in a material part is false, and, as between the claimants, who seem to have fully complied with the law on their part, and the Government, whose agent is the sole cause of this loss, your committee hold that if any one is to be the loser, on every principle of justice and law it should be the Government, which alone is in default.

Nor will the Government lose anything, for there is no question but the claimants affixed the stamps, the tobacco and stamps went abroad, and if, in fact, they were not destroyed, the fault was solely that of the Government's agent, who, by his official report, made on the very day of the shipment, showed a destruction of the stamps, thereby lulling to security the shippers and inducing them to let the cargo depart without further act, or any suspicion on their part.

The plain duty of the Government in such case is to pay the citizen and deal with the delinquent official.

The amount actually paid by the claimants for stamps was \$400.20, and this, under the law, was the amount of drawback to which they were entitled. But it appears from the papers in the case that the amount claimed is only \$200.10, which is to be attributed, doubtless, to the impression that the exporter was only entitled to one-half of the sum paid for stamps as a drawback. As this one-half is what they claimed, your committee are disposed to abide their own election, and, with the accompanying amendment striking out the words "with interest from February 26, 1873," report the bill back for the allowance of \$200.10, with a favorable recommendation.

JOHN KIERNAN.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN F. PHILIPS, from the Committee on Claims, by unanimous consent, submitted the following

• R E P O R T :

The Committee on Claims, to whom was referred the petition of John Kiernan, of Saint Louis, Mo., for relief, having considered the same, report :

That the claimant seems to have prepared some years ago a work entitled "Hints on Horseshoeing." He was connected with the Army, and a board of officers were detailed to examine its merits and report on it; which board seems to have approved and recommended it for print and distribution for the use of the Army, which was done.

Of the merits or value of this book your committee are without the data or information requisite to enable them to form any intelligent judgment. But whatever be its merits, your committee are not advised of any authority by which the War Department could either encourage the publication of or create any obligation on the part of the Government to pay for such a book.

The claim of petitioner is therefore reported back to the House with an adverse recommendation.

○

J. E. PANKEY.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JOHN YOUNG BROWN, from the Committee on Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 2894.]

The Committee on Claims, to whom was referred the bill (H. R. 2894) for the relief of J. E. Pankey, of Fulton County, Kentucky, report:

The bill directs the payment to J. E. Pankey the sum of one thousand twenty-nine dollars and twelve cents, for unused and uncanceled (tobacco) revenue-stamps which have been returned to the Commissioner of Internal Revenue, and are now on file in his Office.

The letter of the Commissioner accompanying the bill, of date April 4, 1876, addressed to the chairman of this committee, shows that the claimant returned the above amount of stamps to the Commissioner, and your committee are of opinion that the bill for his relief should pass, with an amendment striking out the words "with interest thereon from the 1st day of April, eighteen hundred and seventy-two," which occur in the 6th and 7th lines of the same.

○

JONATHAN WHITE.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. PRATT, from the Committee of Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 629.]

The Committee of Claims, to whom was referred the bill (H. R. 629) for the relief of Jonathan White, submit the following report thereon:

Mr. White, of Minnesota, claims of the Government the sum of \$55.40, and the facts upon which the claim is based appear from the following statement, made by Mr. Smith, register, and Mr. Kelly, receiver, of the United States land-office at Redwood Falls, in the State of Minnesota:

UNITED STATES LAND-OFFICE,
Redwood Falls, Minn., June 4, 1874.

We hereby certify that on the 26th day of May, 1873, Jonathan White made entry of 160 acres of land under the timber-culture act of March 3, 1873, and that afterward, to wit, on the 31st day of May, we allowed him to make two more entries of 160 acres each, under the law as we understood and construed the same, he, said White, paying fees and commissions on the same amounting to \$78, and an excess of $1\frac{2}{100}$ acres, for which he paid \$3.40; that afterward, to wit, on the 12th day of July, 1873, the Commissioner of the General Land-Office decided that a person could make but one entry under the timber-culture act, and at the same date canceled two of Mr. White's entries on which he had paid, fees and commissions, \$52, and excess, \$3.40, making the sum of \$55.40, which is justly due said White from the United States.

BEN. F. SMITH, *Register.*
W. H. KELLY, *Receiver.*

To the same effect is the following letter from the Commissioner of the General Land-Office:

DEPARTMENT OF THE INTERIOR, GENERAL LAND-OFFICE,
Washington, D. C., January 19, 1875.

SIR: I return herewith H. R. 3311, entitled "A bill for the relief of Jonathan White," together with a certificate from the register and receiver of the district land-office at Redwood Falls, Minnesota, dated June 4, 1874, which accompanied your letter of yesterday.

In compliance with your request for information, I have the honor to state that the records of this Office, on examination, are found to confirm the statement made in said bill and the certificate from the register and receiver, it appearing from the records that two entries of public land which were made in 1873 at the Redwood Falls district land-office in the name of Jonathan White, under the timber-culture act of March 3, 1873, and on which was paid the sum of \$55.40, were canceled by this Office as ille-

gal, they having been made in excess of the quantity allowed by law, which restricted the party to one entry.

Very respectfully,

Hon. M. H. DUNNELL,
House of Representatives.

S. S. BURDETT, *Commissioner.*

The facts and circumstances disclosed by the foregoing documents are conclusive of the right of Mr. White to recover the amount he asks for, and the committee accordingly recommend the passage of the accompanying bill.

○

NATHANIEL G. SMITH.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BRADLEY, from the Committee on Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill S. 358.]

The Committee on Claims, to whom was referred the bill (S. 358) for the relief of Nathaniel G. Smith, postmaster at Flemington, N. J., having had the same under consideration, would report thereon:

The testimony in the case discloses the fact that Mr. Smith was postmaster at Flemington at and prior to November 12, 1873; that the post-office was kept by him in a brick building, the most substantial and secure of any in town; that the office was supplied with an iron safe in which stamps, funds, and all valuables belonging to the office were placed for safe-keeping when not in business hours; that on the night of the 12th of November, 1873, the said building was broken into by burglars, and the safe in the post-office blown open, and postage-stamps to the value of more than \$845 were stolen therefrom and carried away, no part of which has been recovered. The facts seem to warrant the belief that the loss did not result from any carelessness or neglect on the part of the postmaster, but that he was diligent and discreet; the stamps and valuables having all been placed in the safe, and the safe and doors of the building securely locked, before leaving on the night in question. An estimate of the loss of stamps made in the Office of Third Assistant Postmaster-General makes the *probable* amount \$1,111.64.

In view of the facts the committee report the bill back and recommend that the same do pass.

MARGARET M. LAMB.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BRADLEY, by unanimous consent, from the Committee on Claims, submitted the following

REPORT :

[To accompany bill H. R. 266.]

The Committee on Claims, to whom was referred bill H. R. 266, for the relief of Margaret M. Lamb, of Annawan, Ill., having had the same under consideration, would report thereon :

This is a bill for payment to the postmistress at Annawan, Ill., for postage-stamps stolen. The postmistress alleges that on the night of the 11th day of April, 1874, the post-office at Annawan was entered by breaking open the outside door and prying off the lock from an inside door, by which means the burglars gained access to the post-office room; that the desk in which the stamps were kept was forced open with an ax, and stamps to the amount of ninety-three dollars and thirteen cents were stolen and carried away. That the desk before mentioned was the one furnished by the Department, and the stamps were placed therein by the postmistress and securely locked; that the loss was not the result of neglect or connivance on her part. Her allegations are supported by the affidavits of several persons claiming to be residents of Annawan, who declare that they have no interest in the claim; that they are acquainted with the postmistress, and know her to be a woman of good character and reputation; that she attended faithfully to the duties of the office, and that they believe the facts as stated by her to be true. The estimate of the stamps on hand at the date named, by the Department, very nearly agrees with the amount of loss alleged. The committee are of opinion that the claim should be allowed, and report the bill back, and recommend the same do pass.

○

JAMES W. LOVE.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BRADLEY, from the Committee on Claims, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 3490.]

The Committee on Claims, to whom was referred the bill H. R. No. 259, having had the same under consideration, would report thereon :

It appears that James W. Love was postmaster at Patriot, Ind., that on the 4th of August, 1874, pursuant to regulations and instructions of the Post-Office Department, the said postmaster inclosed \$26, in a registered letter, (number 9,) in the presence of a witness, having taken the description of each note inclosed, the same being surplus order funds. He placed the registered package in a mail-pouch, and delivered it to the messenger whose duty it was to carry the mail from the post-office to the boat-landing, and delivered the same to the mail-agent on the boat. This pouch was so delivered on the evening of the 4th of August, as above mentioned, the route-agent giving his receipt therefor. The mail-boat was the Pat Rogers, running on the line between Louisville and Cincinnati, and was burned the next morning, after receiving this package on board, which was August 5, 1874, while making an upward-bound trip. The money contained in the package in question belonged to the Government, and was being forwarded to Cincinnati for deposit, against which orders were to be drawn. It is perfectly apparent that when the money left the possession of the postmaster at Patriot he was no longer responsible for its safety, and was entitled to a credit therefor. The agent on board of the boat testifies that he received the package and had it in his possession, together with twenty-five others, in a mail-pouch, and when the boat was found to be on fire, he carried the pouch forward on to the fore-castle of the boat, in hopes that she would land, but failing to make a landing, he was compelled to leave the pouch, and save himself as best he could, and the packages were burned up. The case was thoroughly examined by a special agent of the Department, and there appears no doubt as to the loss having actually occurred. The committee report the bill back with a substitute therefor, and recommend that the substitute do pass.

CHARLES C. REYNOLDS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BRADLEY, from the Committee on Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3491.]

The Committee on Claims, to whom was referred the petition of Charles C. Reynolds, of Milford, Kosciusko County, Indiana, would report thereon :

That the petitioner asks to be paid for one hundred and eighty dollars' worth of postage-stamps stolen from him while he was acting as postmaster. As proof in the case, he submits his own affidavit, alleging that he was the owner of a drug-store in which he kept the post-office, and that on the night of the 22d day of April, 1875, his store was entered by burglars, his safe blown open, and stamps to the amount above named stolen and carried away; that the said stamps were placed in the safe by him and securely locked up, and that the loss did not occur by reason of any neglect or connivance on his part. His affidavit is supported by those of two others, who allege that they are residents of Milford and have known the said Charles C. Reynolds for six years previous thereto, and testify to his good character, and that they know the fact of the drug-store having been entered and the safe blown open, they having examined the premises on the morning of the 23d day of April, 1875, and they believe it to have been done by professional burglars. They further state that they believe the facts as stated by him to be true, and that they are not in any way interested in this claim. Inquiry at the Post-Office Department shows that the amount of loss reported by the said postmaster, immediately after the burglary, is about fifteen dollars less than the amount now claimed. The committee report back the petition, with the accompanying bill, and recommend that the bill do pass.

○

VAN B. BOWERS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BRADLEY, from the Committee on Claims, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 92.]

The Committee on Claims, to whom was referred bill H. R. 92, for the relief of Van B. Bowers, having duly considered the same, would report thereon :

Van B. Bowers was postmaster at Bucklin, Linn County, Mo. On the night of October 28, 1874, his office was entered by burglars, the particulars being set forth by the special agent of the Post-Office Department, who was sent to examine the case. The office was kept in a drug-store, a substantial frame building. The robbery was committed by T. W. Peters, a professional burglar, who was convicted and sent to State prison. The entrance was effected by boring holes through the door and removing the fastenings. The robber confessed the crime, and the report of the special agent shows that it was in no way the result of fault or neglect on the part of the postmaster. The office was robbed of \$100 worth of postage-stamps, \$7.50 in money, and one registered letter, No. 8, containing \$7.50 in money. Peters also entered two other post-offices in the same way, and stamps thus obtained, amounting to \$113, were by him expressed from Macon, Mo., to Reuben De Barre, of Milwaukee, Wis., who was also arrested, convicted, and sentenced to State prison.

The committee recommend that the bill do pass.

○

H. R. FRAMPTON.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. BRADLEY, from the Committee on Claims, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 856.]

The Committee on Claims, to whom was referred the bill (H. R. 856) for the relief of H. R. Frampton, having considered the same, would report thereon :

It appears from the affidavit of H. R. Frampton, which is supported by the statement of several citizens, that he was postmaster at Reidsburgh, Pa.; that on the 27th day of May, 1875, his office was broken into by burglars, and postage-stamps to the value of one hundred and ten dollars and thirty-six cents stolen therefrom, no part of which was recovered. He therefore asks that he be allowed for the same. The committee report adversely.

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SOLOMON BOOKS.

MAY 20, 1876.—Laid on the table and ordered to be printed.

MR. BRADLEY, from the Committee on Claims, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 378.]

The Committee on Claims, to whom was referred the bill H. R. 378, having had the same under consideration, would report thereon :

This is a bill to provide for the payment of Solomon Books for services as mail-route agent on the railroad between Harrisburgh and Altoona, Pa., who, by reason of injuries sustained at the time of the railroad accident at Thompsontown on the 21st day of September, 1864, was incapacitated from performance of duty from that time until May 22, 1865, and rendered a cripple for all life; that he drew his salary until September 29, being eight days after his injury, when he ceased drawing his pay until the following May. He therefore asks that he be paid for the intervening time, his salary being at the rate of \$800 per year. The records of the Department show that he was discharged from the service on the 26th day of September, 1864, by reason of disability occasioned by a railroad accident which occurred September 21, 1864, and was not re-appointed until July 14, 1865, when he received an appointment as clerk in Philadelphia and Altoona Railway post-office car. The records of the Post-Office Department further show that the said disability of Mr. Books was not received while he was in the active performance of his duty as mail-route agent, but while *en route* from his home to his post of duty.

Mr. Books not being in the employ of the Department during the time for which he asks pay, the committee are of the opinion that the bill should not pass; therefore report the same back adversely.

C. B. DAVIS AND OTHERS.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. BRADLEY, from the Committee on Claims, by unanimous consent, submitted the following

REPORT:

The Committee on Claims, to whom was referred the petition of C. B. Davis and Wm. H. Sykes, of Lawrence County, Tennessee, having had the same under consideration, would report thereon:

The petitioners, residents of Lawrence County, Tennessee, in November, 1869, became the sureties to the United States on the bond of one, Samuel W. Smith, a distiller in the sixth revenue district of the middle division of said State. The operations of said Smith extended over a period from November, 1869, to about June 1, 1870, and so far as the petitioners knew, run his distillery in accordance with the requirements of law. One Fielding Hurst, of Columbia, was the collector and William Thomas was a deputy collector of said district. The petitioners allege that soon after said Smith stopped running his distillery they ascertained that he was in arrears with the collector for store-keeper's wages to the amount of \$490, and not long afterward the deputy collector called upon them for the payment of the same, as Smith had become wholly insolvent, but at the suggestion of the petitioners the said deputy collector called upon Smith at his still-house to see if anything could be found out of which said payment could be made; that he found in the possession of Smith eighteen barrels of whisky, containing seven hundred and twenty gallons, worth, as they believe, \$2 per gallon, or \$1,440. Under the instructions of the petitioners said deputy collector seized and delivered the said whisky to said Fielding Hurst, collector of the district; this was about the 10th of June, 1870. The seizure was made for the purpose of paying the store-keeper's wages before mentioned, thereby relieving the petitioners from their liability thereon. But instead of applying the proceeds to the payment of said \$490, the said Hurst, as collector, disposed of the same and did not give credit therefor on the aforesaid account, as he ought to have done.

That the petitioners at another time paid to another deputy collector the sum of \$150, on account of said claim, making all together the sum of \$1,590 that said collector received, out of which any deficiency on the accounts of said Smith could have been paid. Notwithstanding the receipt of this large sum by the collector he failed to give the proper credit and caused a suit to be commenced against them, upon the said bond, in the United States court at Nashville, and a judgment was rendered thereon for the full sum of the store-keeper's wages, interest, and costs thereon, making in all a judgment for \$537.50. The petition-

ers state that they proved the facts, as stated, fully on the trial before the court, notwithstanding which the court decided against them, on the ground that at the time of the seizure of the eighteen barrels of whisky no law existed requiring the distiller to pay the store-keeper's wages.

The committee think that the petitioners are mistaken in relation to the real facts in the case, for they claim that the court held the law authorizing the collector to collect the store-keeper's wages did not pass until nearly a month after the seizure above mentioned is alleged to have been made. Were such the case, then no valid claim could have existed against them. There is no proof submitted in the case to substantiate the statements made, except the affidavit of the petitioners. While the information obtained from the Department shows that the affidavit of the deputy collector, Thomas, on file, denies that he at any time seized, in the manner alleged, eighteen barrels of whisky at the Smith distillery, neither did he in any other manner, or at any time, obtain from said Smith eighteen barrels of whisky. It further appears, from papers on file in the Department, that prior to the trial of the case in court the petitioners made application to the Department for relief, alleging substantially the same facts as now stated by them in their petition. Upon an examination of the case the Commissioner found such a conflict in regard to the statement of facts that he decided to let it go to court where the parties could have full opportunity to make proof of their statements, and upon such trial the court rendered a judgment against them, as above stated. The petitioners make no claim that they did not have the fullest opportunity in making their defense.

The committee report back the petition adversely.

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GEORGE W. SPATES.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. CABELL, from the Committee on War-Claims, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 3492.]

The Committee on War-Claims, to whom was referred the bill (H. R. 3492) for the relief of George W. Spates, of Montgomery County, Maryland, beg leave to report :

That George W. Spates was, in June, 1861, a loyal citizen of the United States, residing upon a well-cultivated farm of three hundred and forty-five acres, near Poolesville, Maryland; that in said month of June, 1861, Scott's regiment and a Massachusetts regiment of United States troops took possession of a portion of said Spates's property, including buildings, and used the same as a camping and drill ground; that said property was occupied and used by United States troops from June, 1861, to the close of the war, in 1865; that when said property was taken possession of by the United States forces, it was under good fencing and in a high state of cultivation; that large amounts of corn, fodder, hay, oats, and straw were taken from said farm during the time of its occupancy, and used by the troops for themselves and animals belonging to the Government; that a large amount of fencing was removed and burned, used as fuel by the troops, in addition to a considerable amount of wood and timber cut from the land; that about June, 1863, General Hooker, with his corps of troops, passed over and encamped upon said farm, taking not only from the land, but from the barns and crib of said Spates, forage, corn, and other supplies to a large amount—to an amount sufficient to supply the needs of an army corps. Among other property taken and used were 24,000 feet of sawed lumber, for corduroying roads to facilitate the travel of artillery.

Your committee further report that they were unable to ascertain with certainty the exact amount of supplies, provisions, &c., taken and used by the United States from said Spates. They find that about forty-five acres of land, together with the buildings thereon, were in the almost constant use of the troops; that all the crops, nearly, raised upon said farm the year 1861 were used by the troops; rails and fencing burned; a blacksmith's shop, together with iron and coal, taken and used for Government purposes; and, in short, nearly every species of movable property, save his household goods, owned by the said Spates upon his said farm, amounting to many thousands of dollars' worth, was used and

consumed by the troops of the United States during their occupancy; that the testimony presented with this case fully sustains the statements hereinbefore made, and in general sustains the bill of items set forth by claimant in his account against the Government.

Your committee report, however, that there are items contained in said claimant's account for which they think the Government should not pay. They have, therefore, excluded such as they believe should not be paid for, and here append an account of such matters and things as they believe the Government should compensate said Spates for, viz:

For use and occupation of portion of farm, including barn, granary, &c.....	\$400
For rent of blacksmith's shop, including coal and iron used for Government..	400
Four thousand rails, used for fuel by troops	200
For 30 tons of hay, used by Scott's troops.....	500
For 14 tons of hay, used by Johnson's regiment	150
For 10 tons of straw, used by troops	60
For 75 barrels of corn from shock	300
For 50 barrels of corn from crib, by Scott.....	200
For 25 barrels of corn from crib, by Johnson's regiment.....	100
For wood and timber cut for fuel.....	200
For 24,000 feet sawed lumber, at \$18 per M	432
For forage, corn, hay, oats, &c., used by Hooker's army on march to Gettys- burgh.....	200
One hundred bushels shelled oats	100
Total	3,242

And they report a bill for the payment of the sum aforesaid to said Spates. For the large amount of growing wheat, rye, oats, &c., trampled down and destroyed by the march of Hooker's troops, your committee are not of opinion that said claimant can be paid by the Government.

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GEORGE CALVERT.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. CABELL, from the Committee on War-Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3493.]

The Committee on War-Claims, to whom was referred the memorial of George Calvert, praying compensation for the loss of his ferry-boat and injury to his property by the United States military authorities, do report :

That this claim, with accompanying evidence, was before the Committee of Claims of a prior Congress, who reported in favor of the same, with a bill allowing him \$500 in full for his claim. Your committee see no reason to dissent from the decision then made, and adopt the report of the former committee, and recommend that a bill for the same amount be passed for his relief.

“That the petitioner was the owner of a ferry on the Patuxent River, in Prince George’s County, Maryland. On the 11th September, 1861, Lieutenant Hogg, with a squad of United States troops, known as Colonel Young’s Kentucky Cavalry, took possession of the ferry and ordered the ferryman, an indentured servant of the petitioner, to take him and his squad of seven men and horses across the river. The ferryman, who seems to have been a valuable and faithful servant, remonstrated against taking all the men and horses at one load, and stated that the boat was not able to carry all with safety. The lieutenant, however, declared that they had not time to make two trips, and that all must go at once, and ordered the ferryman to take them all in his boat and proceed across the river. On the passage the boat, being overloaded, foundered and sunk, drowning the lieutenant and the ferryman. The boat being lost, and the petitioner being a poor man and unable to procure another, his ferry, which was the only means of support for himself and family, became useless, and he now asks the Government to compensate him for the loss he has sustained. The proof being clear and conclusive of loyalty, and as to the fact of the impressment of the boat into the service of the United States by an officer of the Army, and that the loss arose by his overloading it, the committee think it only just that he should be repaid the loss occasioned by the act. The petitioner claims compensation for the loss of his slave, who had near two years to serve, when he would be free, and who undoubtedly lost his life in consequence of the overloading of the boat. But the committee do not think it accords with the policy and practice of the Government to pay for the losses of life in cases of this kind, and they therefore disallow the claim for the slave, but allow the petitioner \$500 for the other loss sustained by him, and report a bill for that purpose.”

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RALPH KING.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. MONROE, from the Committee on Foreign Affairs, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 1067.]

The Committee on Foreign Affairs, to whom was referred the bill (H. R. 1067) for the relief of Ralph King, have had the same under consideration, and beg leave to submit the following report:

The committee find that Mr. King was consul of the United States at the port of Bremen during the years 1851, 1852, and 1853. He appears to have performed the duties of his office in an able, faithful, and efficient manner. During the same period he also rendered important services of a semi-diplomatic character for the protection of the rights and interests of American citizens, by correspondence with the authorities of the republic of Bremen and the kingdom of Hanover. The committee are convinced that these services were valuable, and that they deserved the commendation and approval which they received from the Department of State. Mr. King asks that Congress should grant him compensation for these services in the sum of fifteen hundred dollars, on the ground that they were wholly extraordinary, and in addition to and beyond the duties commonly performed by a consul. But however gratifying it might be to the committee to recommend the bestowal of this testimonial upon the petitioner, they are of the opinion that it would be an expensive, and, in the present condition of the Treasury, an unsafe and unwise precedent. Consuls are always liable to be called upon to make extraordinary efforts, and to perform extraordinary services for their countrymen. They have often done this, finding their only reward in the gratitude of their fellow-citizens, and the approval of a good conscience. During the recent civil conflict our consuls at many foreign ports found it necessary to exhibit a degree of activity, industry, and vigilance which had never been required of them in more quiet times. Some of them proved unequal to these added burdens, but it was the often-expressed opinion of the great minister who then managed our foreign affairs, that most of them addressed themselves to their new responsibilities with a cheerful alacrity and an energy which were as gratifying as they were indispensable at that crisis. These new duties grew in large measure out of the presence of confederate cruisers at or near foreign ports, and other causes connected with the disturbed condition of our own country. Our consuls, with little preparation, often found the correspondence of their offices trebled or quadrupled. They found it necessary to address letters to governors of provinces, captains of ports, chiefs of police, municipal authorities,

and the commanders of our ships of war, or those of other countries. In some cases large numbers of our seamen from vessels burned by the privateers were sent on shore in a destitute condition, and it became the duty of the consul at the port to provide for them, and to arrange for their return to the United States. In the discharge of these varied and extraordinary duties, the consul was often occupied every day for twice the usual number of business-hours during which, by the regulations, he is required to attend to the business of his consulate. The services thus rendered by our consuls during the civil war, now happily passed, were quite as extraordinary as those rendered by Mr. King; but they have never asked for additional compensation for these services, and were they to do so, this House should not grant it, nor could the nation afford it. But were we to pass this bill for the relief of Mr. King, we might soon have reason to regret its influence as a precedent. It is believed that a large number of claims of equal, if not greater, merit, and amounting to a formidable sum in the aggregate, would then be pressed upon us, which consistency would require us to pay.

As the committee do not believe the present condition of the Treasury warrants the inauguration of this new system of expenditure, they report back the bill (H. R. 1067) with the recommendation that it do not pass.

DANIEL CLARY.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

MR. GOLDSMITH W. HEWITT, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 3143.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 3143) granting a pension to Daniel Clary, have had the same under consideration, and submit the following report :

It appears from the evidence submitted to the committee that said Daniel Clary was regularly mustered into the service of the United States as a private soldier in Company H, Fourth Illinois Volunteers, on the 15th day of June, 1846, and was honorably discharged the 9th day of May, 1847. It further appears from the evidence that he was a sound man when he enlisted and up to December thereafter, when his eyes became much inflamed, caused from cold settling in them, and which have continued sore and inflamed, more or less, ever since, until he has become totally and incurably blind. There is no doubt of his disease of the eyes having been contracted in the service in Mexico and in the line of duty. The evidence is clear of these facts. He applied for a pension under the general law in September, 1862, and soon thereafter filed affidavits fully establishing every fact necessary to sustain his application, yet his application was rejected by the Commissioner of Pensions. The committee are satisfied that the applicant is justly entitled to a pension, and report back said bill and recommend that the same do pass.

LEMUEL L. LAWRENCE.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

MR. GOLDSMITH W. HEWITT, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 3319.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 3319) granting a pension to Lemuel L. Lawrence, have had the same under consideration, and submit the following report :

The evidence shows that the said Lawrence was, in the early part of 1862, a second lieutenant in Company B, Sixth Illinois Cavalry Volunteers; that his said regiment was, about the 1st of March, 1862, stationed at Shawneetown, in Illinois, and that while said regiment was there in camp he, the said lieutenant, Lemuel L. Lawrence, was ordered with a squad of soldiers to march to Johnson County, Illinois, and arrest a soldier who had deserted from said regiment; that said Lawrence, in obedience to said order, did go to said county, and while attempting to execute said order in arresting the said deserter, he was attacked by armed men and severely wounded. This wound has disabled him, and he is still suffering from said wound. These facts are all clearly established. The committee are of opinion that said Lawrence is entitled to a pension, and report said bill back and recommend that it do pass.

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JAMES B. TREADWELL.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3497.]

The Committee on Invalid Pensions, to whom was referred the petition of Maj. James B. Treadwell, some time major of the Eighty-fifth Regiment Pennsylvania Volunteers, asking for a pension as major instead of captain, have had the same under consideration, and ask leave to submit the following report :

The committee find that the statements of the petitioner are corroborated by the evidence of his brother officers and by the physicians who have examined him, and the facts of rank and service are fully established by the records of the War Department. It appears from the evidence that he was commissioned and served as captain of Company H, Eighty-fifth Pennsylvania Volunteers, until June 11, 1862, when he was commissioned as major of said regiment; that he was mustered and acted as major and received pay as such from June 11, 1862, until discharged in September, 1862; that on or about June 20, 1862, he was attacked with diarrhea, which became chronic, and for which he was discharged in September, 1862. The committee fail to find any reason in the evidence furnished why he was not pensioned as major in the first instance, for if the evidence shows anything it is that he was commissioned major June 11, 1862; and while in the service, and very active service at that, he contracted the disease June 20, 1862, and continued in the service until September 5, 1862. The committee are satisfied that he should be pensioned as major of the Eighty-fifth Regiment Pennsylvania Volunteers. They therefore report back said petition with the accompanying bill and recommend its passage.



ARTHUR W. IRVING.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3498.]

The Committee on Invalid Pensions, to whom was referred the petition of Arthur W. Irving, asking for pension as bugler in Company C, One hundred and fourth Regiment of New York Volunteers, have had the same under consideration, and ask leave to submit the following report:

It appears from the evidence on file that the soldier was passed into the service after two rigid examinations, and was then sound in every respect, and free from rheumatism especially. That he was attacked with typhoid fever and sent to hospital, and that it resulted in rheumatism, which has continued to grow gradually worse, until it has become chronic, and produced a permanent stiffening and curvature of the spine, and is now wholly disabled from earning his living by manual labor. The evidence is conclusive that the soldier was sound when he entered the service, that he contracted his disease in the service of the United States and in the line of his duty, and that his disease has become chronic. The committee therefore report back said petition with the accompanying bill, and recommend its passage.

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JULIETT A. HENDRICKSON.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 2768.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2768) granting a pension to Juliett A. Hendrickson, widow of William L. Hendrickson, late private in Company E, Twenty-eighth Regiment Illinois Infantry Volunteers, have had the same under consideration, and ask leave to submit the following report:

The committee find that the deceased soldier enlisted in said company and regiment October 20, 1864. The testimony of Dr. Newell Sapp shows that he had been the family physician of deceased up to the time of his entering the United States service, and that he was a sound man, and free from any disease, and with no indication of goitre. This is corroborated by Henry Page, a sergeant of the company, who states that deceased was sound when he entered the service, and so continued from October, 1864, to July or August, 1865, when deceased complained of a small lump or tumor on the front of his neck above the collar-bone. These same witnesses, with Dr. Kemper, surgeon of the regiment, Dr. Raeburn, his physician since his discharge, all show conclusively that he had no sign of the disease until eight months after he entered the service, and even then it was so slight that his regimental surgeon regarded it as too trifling to deserve attention, yet the evidence shows that it gradually increased until it weighed several pounds, and finally caused his death on the 17th day of January, 1876. The evidence is conclusive that he did not have this disease when he entered the service, that it was contracted in said service, and in the line of duty, and that it finally caused his death January 17, 1876. The evidence further shows that he left surviving him the said Juliett A. Hendrickson, his widow, and the following-named children, born during wedlock, viz: Jessie C., born August 6, 1863; Mattie R. A., born August 19, 1866; Katie P., born October 7, 1871.

The committee therefore report back said bill and recommend its passage.

DALTON HINCHMAN.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 1479.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 1479) granting a pension to Dalton Hinchman, late private, under the name of Samuel M. Burson, in Company G, Second Michigan Cavalry Volunteers, have had the same under consideration, and ask leave to submit the following report :

The committee find the facts set out in the soldier's petition are substantially proved as stated. That he first enlisted in Company C, Eleventh Ohio Infantry Volunteers, in July 1861, and served until February 22, 1863, when, on account of the abuse of his orderly sergeant, he deserted, and remained out of the service until in November, 1863, when he again entered the service as a private under the name of Samuel M. Burson, in Company G, Second Michigan Cavalry Volunteers, and in December, 1863, was wounded in action at Munay Creek, East Tennessee, by a gunshot wound through his left thigh, which has totally disabled him from duty and from earning his living by manual labor, and that his wounds have crippled him for life, and that he was honorably discharged from the service February 21, 1865.

The committee therefore report back said bill and recommend its passage.



THOMAS W. HEWITT.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 2120.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2120) granting a pension to Thomas W. Hewitt, late private in Company D, Third Regiment Michigan Volunteer Infantry, have had the same under consideration, and ask leave to submit the following report:

The committee find from the evidence accompanying said bill that the soldier sent all his sons into the service, where they were either killed in battle or died of disease contracted in the service; that he then went into the service himself and was badly beaten up by a drunken officer, without any fault or provocation on his part; that he was dependent, in a great measure, on his sons, who died or were killed in the service; and, in consequence of his own injuries received as aforesaid, is now deaf and blind and wholly unable to earn his living by manual labor, and is dependent on a widowed daughter for all he gets in the way of food or clothing.

The committee, therefore, report back said bill, and recommend its passage.

JOHN FREY.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 2472.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. No. 2472) granting a pension to John Frey, some time private in Company I, Thirtieth Regiment Illinois Volunteers, have had the same under consideration, and ask leave to submit the following report :

The evidence shows that the soldier was unable to furnish the evidence of his surgeon or company officers, they being dead or their residence being unknown, but does furnish the evidence of two of his comrades, Conrad King and George Haas, whose testimony is corroborated by the records of the War Department, and whose credibility is vouched for, and who swear that they had known the soldier for several years prior to entering the service, messed and bunked with him while in the service, and know that he was sound when he entered the service; that about February 12, 1865, while on the march, near Orangeburgh, S. C., he was compelled to wade for several hours through water up to his waist, and in a day or two was attacked with rheumatism, and, disabled from further duty, was honorably discharged, and has never recovered, but is now so much crippled up by said disease as to be disabled from earning his living by manual labor. The committee, therefore, report back said bill and recommend its passage.

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WILLIAM BUCKLEY.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3499.]

The Committee on Invalid Pensions, to whom was referred the petition of William Buckley, sometime private Company C, Fiftieth Ohio Infantry Volunteers, asking for pension for injuries received in the service and in the line of duty, have had the same under consideration, and ask leave to submit the following report:

The committee find from the evidence that the soldier was enrolled October 20, 1861, and discharged April 23, 1862. The affidavits of his captain, Charles W. Dedrich, and of his regimental surgeon, S. P. Bonner, show that he was sound when he entered the service, and free from any disease or injury to his extremities, and they, with others, show that he was injured, as stated in his petition, in the service of the United States and in the line of duty; that he was discharged in consequence; and has been disabled ever since, and is still disabled, by the injury then received in his ankle and leg; and the examining-surgeons all agree that his disease or injury disables him from earning his living as a laborer. The committee, therefore, recommend that the prayer of the petitioner be granted, and report said petition back with the accompanying bill, and recommend its passage.

MRS. ANN ANNIS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3011.]

The Committee on Invalid Pensions, to whom was referred bill H. R. No. 3011, granting a pension to Ann Annis, widow of Harvey Annis, late second lieutenant Company G, Fifty-first Regiment of United States Colored Infantry, have had the same under consideration, and ask leave to submit the following report :

The committee find from the evidence that the soldier was on duty at Vicksburgh waiting his discharge, which did not reach him prior to his leaving, but the evidence shows that transportation was furnished him on a Government vessel by order of General M. L. Smith, then in command at Vicksburgh, from Vicksburgh to Cairo, Ill.; that said Harvey Annis was killed or drowned by the burning of the boat (Sultana) on its way to Cairo. It also appears that his discharge had been ordered, dated in February, 1865, but did not reach the regiment for two months after his death; that when he started on his way home, April 24, 1865, he had no notice of his discharge, and was in fact still in the service at the date of his death, April 27, 1865, and in any event the Government had undertaken to send him home, and while on the boat was killed by the burning of the boat on the way, and his widow is justly entitled to pension. The committee, therefore, report back said bill and recommend its passage.

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ELVIRA KIDD.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

The Committee on Invalid Pensions, to whom was referred the petition of Elvira Kidd, widow of Dr. William H. Kidd, late physician and member of the board of enrollment of the first district of Kentucky, asking for pension, have had the same under consideration, and ask leave to submit the following report:

The committee find from the evidence that the deceased was not in the military service of the United States, and that his case does not come within the provisions of existing laws; and believing that it would be inexpedient to adopt the precedent of pensioning any one in the civil service, report back said petition and recommend that the same be laid on the table.

WILLIAM C. SHEMONECK.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

The Committee on Invalid Pensions having received notice from the Pension-Office that this man has been allowed a pension at \$6 per month, ask to be discharged from the further consideration thereof.

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NELSON AINSLIE.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. SINNICKSON, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 3500.]

The Committee on Invalid Pensions, to whom were referred the petition of Nelson Ainslie, and the bill (H. R. 1269) accompanying the same, having considered said bill and petition, make the following report :

It appears from the evidence in this case, that Nelson Ainslie, the petitioner, enlisted as a private in Company I, Fourteenth Regiment Michigan Volunteers, on the 21st of December, 1861, to serve three years, or during the war. The original certificate of the surgeon who examined said petitioner previous to his being mustered into the service, shows that he was then a sound and able-bodied man; the testimony of Dr. Robinson, who knew said petitioner at the time of his enlistment, is to the same effect. Lieut. Col. R. M. Davis, of said regiment, and Lieut. J. P. Fortune, of petitioner's company, and Dr. Edward Batewell, surgeon of said regiment, all testify that in May, 1862, the said petitioner was temporarily detailed as mule-driver, and while engaged in transporting supplies from Pittsburgh Landing to the Union Army near Corinth, his wagon became mired, and while struggling to lift it out of the mire he became ruptured. Said surgeon further testifies that said petitioner became disabled from that time, and was treated by him, and received a truss while under his treatment, and was afterward detailed to go with the regimental ambulance.

The testimony further shows that said petitioner was honorably discharged March 25, 1865. The certificate of the pension examining surgeon shows that said petitioner is totally incapacitated from obtaining his subsistence by manual labor because of said hernia. The committee are of the opinion that said Nelson Ainslie is suffering from a disability resulting from an injury received in the United States service, and in the line of his duty, and is entitled to a pension; they, therefore, report the accompanying bill as a substitute for said House bill No. 1269, and recommend its passage.

CATHARINE HAGAN.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. SINNICKSON, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3501.]

The Committee on Invalid Pensions, to whom were referred the petition of Catharine Hagan and the bill (H. R. 1625) accompanying the same, having considered the said petition and bill, make the following report:

The evidence shows that the said petitioner was lawfully married to one Patrick Hagan; also that said Patrick Hagan enlisted in the United States service, in Company I, Thirty-first New York Volunteers, on the 3d day of June, 1861, to serve two years. The affidavit of the surgeon of his regiment shows that said Hagan was shot through the breast, at the battle of Gaines' Mills, the ball coming out at his back; that he treated him for such wound, and for wounds in both feet received by the bursting of a shell. He was taken prisoner after receiving treatment for said wounds. The record shows that he was returned on parol in October, 1862. The Surgeon-General's Office record shows that he was admitted to the hospital at Georgetown October 9, 1862, "wounded." November 19, 1862, he was discharged, as the record states, for "old age, and broken down by hard service; was through the Peninsula campaign, taken prisoner at Gaines' Mills, returned on parol." His age was stated on said discharge at fifty-two years. It is shown by affidavit that he was left enfeebled by his wounds, and that he was lamed by said wounds in his feet; that in 1868 he received a fall, the result of his lameness, and struck his head, from which he died, as the hospital record shows. The testimony shows that he was of sober and temperate habits; that from the wounded condition of his legs he was liable to fall, and did frequently so fall.

The committee are of the opinion that the said soldier was lamed and enfeebled by wounds and injuries received in the United States service and in the line of his duty, and that by reason of such lameness and feebleness he received a fall which caused his death. They therefore recommend the granting said petition, and the passage of the accompanying bill as a substitute for said House bill No. 1625.

ELIZABETH D. STONE.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. SINNICKSON, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 1566.]

The Committee on Invalid Pensions, to whom were referred the petition of Elizabeth D. Stone, and bill (H. R. 1566) accompanying the same, having considered the said bill and petition, make the following report:

It appears from the evidence in this case that Dr. Brinton Stone was legally married to the petitioner, and that she is now his widow; that he was appointed assistant surgeon of United States Volunteers, May 30, 1864, and served in that capacity till April 11, 1866, when he was honorably discharged; that at the time of his entering the United States service he was a sound and healthy man, but while in said service he became affected with chronic diarrhoea and articular rheumatism of the left knee, which became chronic, the result of exposure in the field and in the line of his duty. While in said service he was taken ill with typhus malarial fever, resulting from exposure in an active campaign, which permanently undermined his health; that on December 5, 1873, he was appointed acting assistant surgeon in the United States Navy, but the testimony of Dr. Da Costa and Dr. Brinton, both eminent physicians, shows that his health had never been re-established, but had continued to fail from the time of his illness and exposure in the United States service in the field.

It further appears that in January, 1875, while in the United States service, the said Brinton Stone met with a fatal accident, by a fall on the ice, and died shortly after from congestion of the brain.

The testimony of Thomas J. Turner, medical inspector of the Navy, shows that his diseased condition, resulting from his sufferings and exposure while in the Army and in the line of his duty, was the indirect cause of his death. And the committee are of the opinion that, although the fall was the immediate cause of his death, yet it would not have been sufficient to have caused death but for his debilitated and enfeebled condition, the result of disease contracted while in the United States service and in the line of his duty.

The committee, therefore, report favorably to the granting of this petition, and recommend the passage of said House bill No. 1566.

MAGGIE A. NOBLES.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. SINNICKSON, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3502.]

The Committee on Invalid Pensions, to whom was referred the petition of A. B. Keele, guardian of Maggie A. Nobles and Daniel G. Nobles, minor children of Daniel G. Nobles, late captain of Fourth Regiment of Tennessee Volunteers, having considered the same, make the following report :

It appears from the evidence submitted in this case, that Capt. Daniel G. Nobles and Henrietta Nobles were lawfully married, and that the said Maggie A. Nobles and Daniel G. Nobles are their lawful children, and that said children are both under sixteen years of age; it further appears that said Captain Nobles enlisted in the United States service in 1862, in the Fourth Tennessee Regiment, and that he died while in said service in the line of his duty. It further appears that said Henrietta, his widow, was placed upon the pension-rolls as his widow by special act of Congress, approved July 13, 1868, and directed by said act to be paid a pension at the rate of \$20 per month. It further appears that said Henrietta remarried January 11, 1872, when her pension was stopped. Application was duly made to the Pension Bureau for the payment of said widow's pension to said minor children, after the said remarriage, in accordance with the provisions of section 4702 of the Revised Statutes of the United States, which application was rejected on the ground that the special act granting the widow a pension does not continue the same to the minor children on her death or remarriage. The committee are of the opinion that the service and death of said soldier are established by the evidence and affirmed by said special act which directed said widow to be placed upon the pension-roll, and that no reason exists for excepting their children from the provisions of the general law; they therefore recommend the granting said petition, and report the accompanying bill and recommend its passage.

PHILIP ROHR.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. ELLIS, from the Committee on War-Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3503.]

The Committee on War-Claims, to whom was referred the petition of Philip Rohr, having considered the same, submit the following report:

Philip Rohr, of the State of Virginia, claims compensation for two thousand pounds Virginia chewing-tobacco, at \$1 per pound, taken for the use of the Union Army.

The facts are few, and about them there is no dispute. Claimant was a loyal man, a resident of Bristol, Washington County, Virginia, and was the owner of the tobacco for which payment is claimed. On the 15th of December, 1864, a force of Federal cavalry occupied Bristol under the command of Generals Stoneman and Burbridge. By order of General Burbridge, the tobacco was seized, carried to the camp, distributed among and used by the soldiers of the command.

The case was presented to the Commissioners of Claims and rejected by them upon the ground that tobacco is not an Army supply, and this is the sole question upon which this case must turn.

Strictly speaking, tobacco is not a "supply;" it does not appear among the list of articles required to be furnished to the armies of the Government. The "ration" is provided for in the statute, and tobacco does not appear as one of its components. But in the decision of the many cases coming before Congress, in the absence of precise statutes to cover each case, and with only general provisions for our guidance, some latitude should be allowed, and each case should stand upon its own merits. In the case at bar, a commodity which is in general, we might say universal, use, which forms a great item of our commerce, and is an article of comfort and luxury, is taken from a loyal citizen, not by violence or robbery, but by the intelligent order of the general in command. The Revised Statutes (section 1149) recognize it as an article necessary and proper for the soldier, and oblige commissaries of subsistence to keep and sell it to the soldier on credit and at cost prices. In fixing the "ration," the statute confers power upon the President, who is Commander-in-Chief, to alter the component parts of the ration as the health and comfort of the Army may require. But the President, in a tremendous war such as was waged between the sections of this country, could only make such general regulations as were necessary, leaving to his subordinates in the field, in great part, the discretion conferred upon him.

Whisky is not a "supply;" yet there were times and occasions, in forced marches, in protracted cold or wet weather, when it was deemed requisite to the health and efficiency of the Army, and it was issued. It became then a supply from the nature of the use made of it, or, to use the civil-law term, "by destination." There are hundreds of articles not mentioned in the Army regulations or in the statutes as forming component parts of the soldier's ration, and which, strictly speaking, could not be termed "supply;" yet, if taken for "supply," issued as "supply," and used as "supply," we hold that they have become so by destination. So with the tobacco. General Burbridge, exercising that portion of the discretion conferred upon the Commander-in-Chief, and with which his commission as major-general had invested him, deemed the tobacco necessary for the health and comfort of his command. It became supply by "destination," and we think the Government is bound.

But your committee think the price perhaps too large. Eighty cents per pound seems to us a reasonable price for common chewing-tobacco. Two thousand pounds, at 80 cents, would be \$1,600. We think he should be allowed that amount, and report the accompanying bill and recommend its passage. (*Vide* case of Stubblefield, third general report Commissioners of Claims, article 6, page 3.)

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WILDEY LODGE, INDEPENDENT ORDER OF ODD-FELLOWS.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. ELLIS, from the Committee on War-Claims, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 334.]

The Committee on War-Claims, to whom was referred the petition of Wildey Lodge, Independent Order of Odd-Fellows, having considered the same, beg leave to submit the following report :

The trustees of Wildey Lodge of the Independent Order of Odd-Fellows, claim some \$3,547.50, as compensation for the destruction of their lodge, jewels, regalia, &c., by fire during the war.

The evidence discloses the facts fully, which are as follows :

On May 28, 1862, Charlestown, in the State of West Virginia, was occupied by a brigade of Federal cavalry, which was a portion of the army of General Banks. Wildey lodge-room was in the third story of a brick building, the second floor being occupied as a printing-office, and the first floor as a market. During the occupancy of the town this building was lawlessly fired by some of the troops of the command. The act seems to have been one of mere wantonness, was not an act of military necessity, and was, as the officers of the command testify, rather injurious to the Union cause than otherwise. It was an act that might have rendered the soldiers who did it individually responsible, civilly and criminally, under the articles of war, but your committee fails to see how the Government can be held responsible under any statute law now in force, or under any principle of law recognized as authority in regulating the rights and obligations that exist between the citizen and corporation and the Government.

A former committee felt authorized to allow the claim to the extent of some \$2,300, but we do not know upon what principle or upon what evidence this award was made. It is not in the record before your committee. And while we sympathize with this lodge, of an institution renowned for its charities and good works, in its losses, we feel bound to report back bill H. R. 334 unfavorably, and recommend that it lie upon the table.



FREDERICK CITY, MARYLAND.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. ELLIS, from the Committee on War-Claims, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 733.]

The Committee on War-Claims, to whom was referred the bill (H. R. 733) for the relief of Frederick City, Maryland, beg to submit the following report :

Your committee find that this bill was substantially before the Forty-third Congress. It was then in the shape of a memorial to Congress. Mr. Lawrence, from the Committee on War-Claims, submitted a report upon said memorial, which your committee now adopt :

“ Mr. Lawrence, from the Committee on War-Claims, submitted the following report, (to accompany bill H. R. 2527 :)

“ *The Committee on War-Claims, to whom was referred the bill (H. R. 2527) for the relief of Frederick City, Md., and the banks thereof, having had the same under consideration, report :*

“ That on the 9th day of July, 1864, during the invasion of the State of Maryland by the confederate army under command of General Jubal Early, Frederick City was surrounded by the said confederate army, and a formal demand was made by General Early upon the municipal authorities of the city for the sum of \$200,000, under penalty of a forcible seizure of supplies from the private property of the inhabitants; that said municipal authorities allege that, in consequence of the defenseless condition of the city, caused by the withdrawal of Union troops for concentration at Washington for the protection of the Capital, they were forced to comply with the demand of General Early, and to that end procured the loan from the banks of said city, to pay which it became necessary to levy additional taxes upon the property, real and personal, of the citizens of said Frederick City; that the said municipal authorities further allege that throughout the late civil war the citizens of Frederick contributed personal care and private means for the relief of wounded soldiers gathered there from the battle-fields of Antietam, Monocacy, and Gettysburgh, and on these grounds the municipal authorities of Frederick City claim that the General Government should reimburse them for the amount so paid under military compulsion.

“ The injury for which compensation is now asked resulted from a war-like act of the so-called confederate military authorities during the rebellion.

“ In the House report, No. 262, made by this committee March 26, 1874, it is shown that it is not the usage or duty of nations to make

compensation to its citizens for damages which they sustain in time of war by the public enemy. This is a settled rule of international law or principle of the laws of war.

"The reasons assigned in the memorial are only such as will often not generally, exist in all wars, foreign or domestic. The loss sustained by the citizens of Frederick City is a hardship, but war is full of hardships, for which compensation can never be made. These will continue until nations shall learn war no more.

"The memorialists have strong claims on the generosity and compensation of the Government, but unfortunately claims of this character are so numerous and of such large proportions that it is utterly impossible to meet them with a money-compensation. No nation has ever attempted to pay demands of this description to so great an extent as those growing out of the rebellion.

"Congress cannot discriminate and extend a favoritism to Frederick City which could not be shown to other demands of vast magnitude equally meritorious.

"The claims of Frederick City have been presented to the committee with great ability by their learned counsel, Hon. John Ritchie and Charles E. Frail, esq., but the inexorable rule of public law which exempts the Government from liability for the hostile acts of the enemy in war is not denied, nor have sufficient reasons been shown to mitigate it in this case.

"It is urged that the act of Congress of April 9, 1816, (3 Stat., 20) is a precedent in which Congress 're-imbursed a large class of sufferers for the destruction of their property by the enemy in the last war with Great Britain,' and that Congress thereby 'assumed, in a liberal and fraternal spirit, a liberality widely outside of its obligations under international law.'

"But the equitable circumstance which operated on Congress in the enactment of that law was doubtless the fact that the property destroyed, for which compensation was provided, was at the time of destruction 'in the actual or constructive possession of United States troops,' and in the service of the Government.*

"But even that act did not meet the favor of a subsequent Congress which refused to continue it in force. (See Rep. No. 262, made March 26, 1874, by Committee on War-Claims, page 58; *Id.*, p. 48, note 9.)

"And the claim of Frederick City does not present any such equitable consideration.

"It has been urged that the act of 1817, chapter 68, and the act of 1844, chapter 128, making compensation for Indian depredations, are cases in which 'compensation was made simply because the loss itself constituted a valid ground for the exercise of the national bounty.'

"These acts furnish no precedent in support of the claim now made. At an early day Congress deemed it wise to encourage settlements

* In the case of *Joseph Loranger vs. The United States*, Judge Blackford, delivering the opinion of the Court of Claims, used the following language:

"We consider the law to be that, if the Government, by its authorized agents, take possession of a private building and make use of it as a military depot or as barracks and the enemy, in consequence of such possession and use, destroy the building while it is so used, the Government would be liable to the owner for the value of the building. There would be reason for saying in such case that the Government had given a character to the property which, by the usage of civilized warfare, would justify an enemy in destroying it." (See Report No. 96, first session Thirty-fifth Congress, December 15, 1857; Reports Court of Claims, vol. 1, 1857-58. See, also, sec. 9 of the act of April 9, 1816, 3 Stats. at Large, 263; also, act of March 3, 1817, 3 Stats. at Large, 3)

lands in near proximity to Indian tribes. The Government had treaty relations with these tribes, under which money was to be paid the Indians for many years for lands which they had surrendered. The Government, therefore, had in its custody the means of compensating parties who might suffer by Indian depredations, and the power to deduct, from annuities due or to become due them, sums sufficient to re-imburse payments for losses. Accordingly, it was provided by the act of March 30, 1802, (2 Stat., 143,) that the United States would, subject to certain limitations, 'guarantee to the party injured an eventual indemnification in respect to' certain property 'taken, stolen, or destroyed' by Indians. This subject has already been discussed in the report, No. 262, made by this committee. (See page 36, note 68.) Other acts of Congress are cited, but when examined they do not establish a rule of international law, or show the claim of Frederick City to be founded on any exceptional reason which will justify its payment.*

"The argument on behalf of the city, with commendable candor, admits that the application does not 'rest upon the ground of the liability of the Government in a strictly legal sense.'

"In a war of such magnitude as that growing out of the rebellion the inquiry may well arise how far it is expedient for Congress to tax the people to raise money to distribute for the charitable relief of those who suffered from the hostile acts of the public enemy.

"This claim is not one which can justify a departure from the rule of public law on the subject.

"Congress should abide by the law as it exists and is recognized among nations unless for very cogent reasons.

* The argument on behalf of Frederick City says:

"Among other instances in which compensation for injuries inflicted by the public enemy has been granted by Congress, without specially distinguishing the particular case in exercising its bounty, we would mention the following acts, the body of which we quote, and which, it will be seen, suggest no reasons for affording the relief but the bare statement of the loss sustained. Possibly the evidence on which these acts were based may have disclosed some grounds of discrimination; but as these are omitted in the laws themselves, while in other acts of a kindred character they have been expressed, it would seem that, in the cases in question, Congress did not consider itself bound to confine its generosity within limitations suggestive of legal responsibility, and thus indicated the policy of extending relief whenever a citizen had been subjected to a greatly disproportionate share of loss in a common struggle, even at the hands of those with whom we are at war."

The precedents indicated are as follows:

Act of 1822, chap. 65: William Henderson, compensated "for value of his property destroyed by the enemy during the late war, at Monday's Point, Virginia."

Act of 1832, chap. 271: John Brunson, "for house and store in the village of Buffalo, N. Y., destroyed by the enemy."

Act of 1832, chap. 292: Augustine Taney, "for destruction by fire of buildings on Soller's Point, near Baltimore, by the enemy during the late war."

Act of 1836, chap. 33: Legal representatives of Thomas Beacham, "for the value of a barn in Northumberland County, Virginia, burned by the British in the late war."

Act of 1836, chap. 241: Heirs of William Forbes, "for certain houses which were destroyed at Kinsella, Virginia, by the enemy in the late war with Great Britain."

Act of 1836, chap. 307: Charles Cattell, "for tobacco destroyed by British or American troops in Maryland."

Act of 1838, chap. 43: James Pattison, "for his house and property on the Patuxent, destroyed by British troops."

Act of 1838, chap. 49: William Eadres, "for his house burned by the British at Sodus, New York."

Act of 1842, chap. 212: John King, "for dwelling-house burned by the British in Richmond County, Virginia, during the late war."

This list might be extended, but is probably sufficient for illustration. These cases, with many similar ones, may be found in United States Statutes at Large, vol. vi, Private Laws, to which reference is made.

"The committee report back the memorial, and recommend that it do lie on the table."

Your committee report back the bill (H. R. 733) unfavorably, and recommend that it lie upon the table.

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THOMAS DAY.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed

Mr. ELLIS, from the Committee on War-Claims, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 3504.]

The Committee on War-Claims, to whom was referred the claim of Thomas Day, of Indiana, beg leave to report :

That this claim was before the Forty-third Congress, and a favorable report thereon made by Mr. James Wilson, of the War-Claims Committee of that Congress, now a member of this committee.

This claim is for the use and occupation of nursery grounds by the United States, situated in Jefferson County, Indiana. Said grounds were occupied and used during the war of the late rebellion, as a military post for barracks and hospital purposes. Your committee believe, from the evidence, that the claimant is entitled to the sum of \$640.75, as a compensation for the said use and occupation. They report the accompanying bill, and recommend its passage.



THOMAS A. WESTON.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN H. BAGLEY, from the Committee on Patents, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 1356.]

The Committee on Patents, to whom was referred bill H. R. 1356, beg leave to report:

That it is in evidence that Mr. Thomas A. Weston, in whose interest this bill is offered, obtained an English patent in 1859 for differential pulley-blocks, and that he obtained a patent for the same thing in the United States in 1867, for the term of seventeen years. Under the act of 1839, section 16, the terms of patents for inventions patented abroad more than six months before the application here, commence with the *date of publication* of such prior foreign patent. The act of 1861, under which this patent was granted, provides "that all patents thereafter granted shall remain in force for the term of seventeen years from the date of issue," and repeals all acts inconsistent with this act. The patentee applies for relief, fearing that under the act of 1839 his patent will expire in 1876, his English patent being dated 1859, and the remonstrants argue that, under the act of 1861, the patent will not expire until 1884. Your committee are not disposed to settle questions of law, knowing the courts to be the proper tribunals for the settlement of such questions. The patentee seeks a short road out of the difficulty by act of Congress. The committee, therefore, without giving an opinion as to the novelty of the invention or the particular merits of the case, and believing that the case should be submitted to the courts, report adversely, and recommend that the bill do lie on the table.



THOMAS R. CROSBY.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN H. BAGLEY, from the Committee on Patents, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 2136.]

The petition of the heirs of Thomas R. Crosby shows that letters-patent were obtained by said Crosby for a machine for wiring window-blind rods and slats, on the 13th of December, 1859, and that said patent consequently expired December 13, 1873. The heirs now ask for an extension of said patent.

Your committee have carefully examined the papers in the case, and listened to arguments both for and against the application. The evidence is contradictory and the case somewhat complicated; but your committee think from the evidence of the remonstrants, who have had the patent in possession, that there has been some unfairness on the part of the applicants toward the remonstrants, and that in case of the extension, the patents should equitably belong to them, the remonstrants. The petition of the said heirs shows that the said remonstrants have received no inconsiderable amount of money for the said patent, and that the public have therefore paid a proper amount for the invention. The inventor is dead, and it is not shown that the heirs require this extension for their comfort or support, and in the event of the extension your committee think it would inure to the benefit of another. It is therefore recommended that bill H. R. 2136, for the relief of the heirs of Thomas R. Crosby, do lie on the table.

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W. H. NEWMAN AND L. A. VAN HOFFMAN.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. WARREN, from the Committee on War-Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 1654.]

The Committee on War-Claims, to whom was referred the bill (H. R. 1654) for the relief of William H. Newman and L. A. Van Hoffman, beg leave to report:

That claimants were the owners and occupiers of very valuable mill-property in the city of Alexandria, in the State of Virginia, which cost in excess of \$140,000; that on the 17th day of December, 1861, Commissary Bell, of the Union Army, in company with Hon. Lewis McKenzie, mayor of the city of Alexandria, and since then a member of Congress, went to said mills and informed the agents of the claimants that the Government required the use of the Pioneer Mills, as they were called, to which the said agent replied that the Government could have the property if it would pay for it. Major Bell replied that if the owners were loyal they would be paid. The Government continued to use said Pioneer Mills, including a large and valuable wharf belonging to the estate, until the 25th day of August, 1865, and during all that time the owners thereof were deprived of the use of the same.

It is fully proved by the Hon. William M. Evarts and others that the claimants were well known to them as loyal men during the whole war; that they never for a moment resided in a seceded State; that they are men of character, and all their statements entitled to full credit. It is further proven that \$5,000 a year was a low rent for said property, and that claimants were compelled to pay and did pay each year, while the property was used by the Government, an annual ground-rent to the city of Alexandria of \$1,720. It will thus be seen that the net annual rent to claimants, fixing the gross rent at \$5,000, would be only \$3,280, from which sum taxes and insurance were paid by the owners.

The committee are satisfied that the claimants will receive a very inadequate return for their investment at the price allowed.

This claim was first presented to the War Department for payment. The same was refused there, because of the act of February, 1867, which prohibited payment of a claim created in a State in rebellion. Subsequently it was presented to the Claims Commission, and dismissed by them for want of jurisdiction under the act of March 3, 1871.

Your committee are of opinion the good faith of the Government requires the payment of this claim. The claimants were loyal; the property was taken and used by the Government from 17th December, 1861,

to 25th August, 1865. The rent allowed is proven to be much below what the owners deemed adequate, but is the same agreed to by one of the officers of the United States during the term of the occupancy. At the price allowed and proven, the aggregate sum is \$18,430.67.

Therefore, your committee report back the bill (H. R. 1654) and recommend its passage, with an amendment in the name of one of the claimants.

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MRS. AMELIA A. H. RICHARDS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. WARREN, from the Committee on War-Claims, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 3507.]

The Committee on War-Claims to whom was referred the petition of Mrs. Amelia A. H. Richards, administratrix of the estate of Felix Richards, late of Fairfax County, Va., having considered the same, report:

That the said Mrs. Richards resided with her husband on a farm of one hundred and fifty-six acres, known as "Volusia," in Fairfax County, Virginia, at the breaking out of the war. During the entire rebellion the region of country in which the farm was situated was the theater of war, a considerable part of the time of a guerilla character; the main portion of the time, however, the property being occupied by Union troops. In August, 1861, General Kearney's brigade occupied the farm, and the tents of General Kearney and his staff were pitched in the yard; the said officers were frequently entertained and provided for by the said Felix Richards. A safe guard was given and strict orders issued to protect the property of Mr. Richards, his loyalty being undisputed. In spite, however, of all this, several outbuildings were destroyed, fields of corn were stripped, and growing crops were taken or destroyed. Several of the outbuildings were taken for the construction of quarters and floors of tents, and were largely used in that way; among others, a hospital-tent was constructed entirely from materials taken in that way.

Claim is made by Mrs. Richards for fencing, wood, buildings, such as carriage and machine-house, ice-house, stable, corn-houses, &c.; for hay, oats, corn growing in the ear; for horses, carriages, lumber, cattle, ducks, turkeys, geese, pigs, sheep, &c.; the damage to land by destruction of fruit and ornamental trees; in all, amounting to \$15,272.

It appears that several brigades of United States troops camped upon Mr. Richards's place. Succeeding General Kearney's command, among others was that of General Howard, which occupied Volusia for six months in the year 1862, which officer makes the following statement: "With reference to the wood and fences, I think there is no exaggeration in the accompanying statement, (referring to the claim made by Mrs. Richards.) My brigade used a great deal of wood, and other brigades close by did the same." It also appears that a contract was entered into between Mr. Richards and Colonel Cross, whose command succeeded General Howard's, by which Mr. Richards was to furnish wood then cut and corded on the farm, and a large amount of this wood was actually delivered, for which payment was not made, by rea-

son of the fact of the transfer of that command to another point General Sykes's brigade, as well also as the commands at Forts Wort and Ward, also used wood from Mr. Richards's farm.

There is abundant testimony as to the loyalty of Mr. Richards and his family; among others being the certificates of Colonel Kellogg and Major Smith, of the Nineteenth Connecticut Infantry, which for a long time was on duty in the forts adjacent to Alexandria. Various staff officers of General Kearney also commend Mr. Richards and his family, entitled to consideration at the hands of all Union officers. F. D. Sewer, A. A. G. on General O. O. Howard's staff, also indorses Mr. Richards very strongly, as does General Miles, then colonel of the Fifth Infantry. General Barlow, on June 10, since attorney-general of the State of New York, commends Mr. Richards very strongly to the favorable consideration of the military authorities at Washington, and recommends that he be appointed in one of the Departments. There are also letters from General Howard, General Duryea, who state that the property of Mr. Richards was used by the troops, and that it should be paid for.

In the judgment of your committee, the proof sustains the taking of fifteen hundred panels of fencing, worth \$0.75 per panel; one thousand cords of wood, at \$3 per cord; fifteen tons of timothy hay, worth \$10 per ton; ten tons of oats, at \$20 per ton; five horses, at \$150 each; 10,000 feet of new lumber, for building barracks and floors of ten thousand feet worth \$200; five head of cattle, worth \$140; four hogs, worth \$200 and ten thousand brick, at \$6 per thousand.

The proof submitted fully warrants the conclusion that the property above mentioned was taken for the use of the Army, and was actually used by it. Claim is made for destruction of property, such as outbuildings, &c., for damage to growing crops, and to land by the drilling of soldiers thereon, as well as for a large number of farming-utensils, taken, used and destroyed, which your committee regard as in the main the depredations of private soldiers and ravage of war, for which the Government is not and cannot be held legally responsible.

The committee therefore report the accompanying bill appropriating the sum of \$6,335, and recommend its passage.

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OLIVER H. IRONS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JENKS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 2469.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2469) granting a pension to Oliver H. Irons, after consideration thereof, respectfully report:

Oliver H. Irons was in good bodily health when, on 27th of July, 1862, he enlisted in the United States service in Company D, Twenty-third Michigan Volunteers. During his term of service, he was once in hospital on account of pneumonia, and once on account of typhoid fever, from both of which he recovered; but in 1865, at Bowling Green, Ky., he was attacked, while in service, with chronic diarrhea, under which he was still suffering at the time of his discharge. The testimony of two physicians who attended him during three years from the time of his discharge, shows that the diarrhea continued until it affected the optic nerve, and soon after it ceased; that the affection of the optic nerve, in their opinion, was the result of the chronic diarrhea; that in consequence thereof, he has become totally blind, and one of his eyes has been entirely cut out; that the uncontradicted evidence clearly traces the loss of his sight to the service. Your committee would, therefore, report favorably on the bill submitted, and recommend its passage.



ANDREW JACKSON.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JENKS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 3292.]

The Committee on Invalid Pensions, to whom was referred the memorial of Andrew Jackson, colored, of the city of Pittsburgh, after consideration thereof, respectfully report :

Andrew Jackson, the memorialist, is about sixty-six years old, and is very poor, receiving a considerable portion of his support from the voluntary contributions of a military company, which, since prior to the Mexican war, he has accompanied and ministered to. His color and race forbade his regular enlistment, yet with the company which Colonel Samuel Black led into and through the Mexican war, during two years he shared the dangers and toils, and in the battle-field or in the hospital, caring for the wounded, the sick, and the dying, he faithfully and well performed full duty as a soldier or a nurse. In the war of 1861 and 1862, before colored troops were accepted, he had entered the service, and for four years again he fully performed full military duty, and incurred more than the ordinary dangers of war during two of the four years he spent in the military service. During the last one he was confined in Libby prison, and while there was indefatigable in labors to alleviate the sufferings of his fellow-prisoners, and during this confinement and service in the military service his health was so broken that he is unable to provide for himself. Although not regularly enlisted, your committee think he is a proper subject for the bounty of the Government. They would therefore report in favor of the bill referred, and recommend its passage.

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MRS. JULIA H. TOTTEN.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JENKS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 3415.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 3415) granting a pension to Mrs. Julia H. Totten, widow of late Lieut. Col. James Totten, who was also Assistant Inspector-General of the United States Army, respectfully report :

That General James Totten was the husband of the memorialist. He graduated at the West Point Military Academy, and for thirty-one years continued in the service of his country in the Regular Army; but during the war of 1861 and 1862, was commissioned by the governor of Missouri a brigadier-general. During his thirty-one years of service, it does not appear he had more than six months of furlough. He was twice brevetted for extraordinary gallantry on the field of battle. As an artillery officer he had no superiors and few peers. For bravery and gallantry he was a model. In the history of the Mexican war his name is inscribed as one of the bravest of the brave. While in the service in the line of his duty in Florida, he contracted a pulmonary affection which lasted during life, and directly or indirectly induced his death. While in the service, in the war of 1861 and 1862, his comrades who were with him in the field attest the fact that he was incessantly suffering from a hacking cough; that he, while suffering from physical disease, insisted upon performing his duties in the field, when others in better physical health, of less daring spirit, would have found ample excuse to be relieved from service.

In consequence of his diseased condition, he was compelled to use stimulants, which soon grew to a habit of inebriety, and in 1870 he was dismissed from the service on account of his intemperance, and soon after, in the year 1871, he died of phthisis pulmonalis, which the evidence shows was contracted in the service. He was a man of high honor and unquestioned integrity. He tried to struggle in the world for a living after his dismissal, but in consequence of his ill health he could not. He was taken up a stranger on the streets of a strange city by a kind friend. He soon died, and but for the strength of the friendship which was not alienated from this gallant broken officer, he might have died a pauper. For his life's services, which are inscribed upon the pages of his country's history, his aged widow should receive a pension. Your committee would, therefore, report the accompanying bill as amended and earnestly recommend its passage.



THADDEUS S. STEWART.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. JENKS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 2666.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2666) granting a pension to Thaddeus S. Stewart, having carefully considered the same, and also the evidence submitted in support of the claim, beg leave to report:

That Stewart entered the service of the United States as a private in Company F, Eighteenth Iowa Volunteers, in the summer of 1862; that he was discharged therefrom February 19, 1863, upon surgeon's certificate that he was not fit for service "on account of sore eyes, which existed before enlistment." Fifteen months thereafter, May 7, 1864, he again enlisted in Company K, One hundred and thirty-seventh Regiment Illinois Volunteers, and was discharged on the 24th day of September following as unfit for duty for the same cause. It was in this last-named service that he claims to have contracted his disability by reason of exposure to a severe storm in August, 1864, while on picket-duty near Memphis, Tenn. The claim was admitted by the Commissioner of Pensions, and Stewart placed upon the rolls, first at \$8 per month, and subsequently at \$20. Subsequent investigation revealed to the Pension Bureau the history of his first enlistment and discharge, and he was consequently dropped from the rolls. The object of the bill under consideration is to reverse the decision of the Commissioner of Pensions, and restore the claimant to the pension-rolls. After a careful examination of the evidence submitted by the Commissioner, and also that of the claimant, the committee are unanimously of the opinion that the action of the Bureau of Pensions was in accordance with the evidence, and therefore report adversely to the passage of said bill, and ask to be discharged from the further consideration of the same.



BRANNIN, SUMMERS & CO.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. HILL, from the Committee of Ways and Means, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3503.]

The Committee of Ways and Means, to whom was referred the memorial of Brannin, Summers & Co., have had the same under consideration, and submit the following report:

H. N. Soria & Co. were merchants in the city of New Orleans, and importers of sugars from Havana into the said city of New Orleans. They imported a large amount of sugars into the city in the winter of 1868-'69, and placed them in warehouse. The said Soria & Co. entered into a fraudulent combination with the custom-house officers in New Orleans, and especially with S. H. Brown, store-keeper; W. C. Gray, special deputy collector of customs; R. C. Ream, superintendent of bonded warehouses; and J. C. White, deputy naval officer, to defraud the Government out of the duties on the sugars so imported. In execution of this fraud the sugars were withdrawn from the warehouse on transportation bond to be transported to Saint Louis, Louisville, and Cincinnati.

The conspirators, instead of transporting the sugars under the bonds, as required by law, fraudulently abstracted the bonds and put the sugars on the market.

A large portion of the sugars thus placed on the market were consigned to Brannin, Summers & Co., of Louisville, through their branch-house in New Orleans, Brannin & Summers—the principal firm in Louisville and the branch in New Orleans being composed of the same persons. Brannin, Summers & Co. received the sugars without suspicion of any fraud, and advanced to near the value of the sugars as consigned. They received and sold several consignments before suspecting any fraud. About the middle of March, 1869, the petitioners read in the newspapers of the seizure of other foreign sugars for failure to pay the duties, and they immediately suspended sales and instituted an inquiry through the branch-house in New Orleans to ascertain if the duties on the sugars consigned to them had been paid. They required that H. N. Soria & Co. should furnish them the proper evidence from the custom-house officers in New Orleans.

In response to this demand, the following letter was furnished to H. N. Soria & Co.:

UNITED STATES CUSTOM-HOUSE, COLLECTOR'S OFFICE,
New Orleans, March 22, 1868

GENTLEMEN: In answer to your inquiry regarding the sugars imported by you sent per steamboat to Louisville, Ky., we find by an examination of the books of office that the merchandise was properly entered at this port and withdrawn in compliance with the revenue-laws of the United States, &c.

Very respectfully, yours, &c.,

[SEAL.]

R. S. SPRARTE,
Special Agent Treasury Department
W. H. WEST,
Special Agent Treasury Department
P. B. FOUNDER,
Special Agent Treasury Department

Messrs. H. N. SORIA & Co.

This paper was forwarded to petitioners at Louisville, and by them submitted to James P. Luse, surveyor of customs at Louisville, who informed the petitioners that the evidence was sufficient and their sugars were all right. Relying on this assurance, Brannin, Summers & Co. proceeded to receive and sell the sugars to their own customers, on time and made a settlement with Soria & Co., and paid them the full amount due them.

About a week afterward Mr. Luse, the surveyor of customs, informed Brannin, Summers & Co. that he was ordered to seize the sugars. The petitioners had parted with the sugars regularly, but at once opened their books and gave the officer the names of the merchants to whom they had made sales. With this information the officer was enabled to seize, and did seize, the sugars, and they were libeled for forfeiture of the unpaid duties. The petitioners sent one of their counsel to New Orleans, and on full investigation the discovery was complete that the sugars had been fraudulently imported and passed through the custom-house at New Orleans by combination with the custom-house officer and had been placed on the market without payment of duties. Brannin, Summers & Co. promptly protected their own customers, but doing so their means were hung up by the litigation, and they were threatened with suspension and bankruptcy. To avoid this they agreed under the advice of counsel, to compromise with the Government by paying the duties and release the sugars. This was done. Brannin, Summers & Co. now demanded reclamation of Soria & Co., and the first time it was ascertained that Soria & Co. were not the real owners of the sugars, but were only agents for one J. S. Clark, who was fraudulently engaged importing sugars under cover of Soria & Co., and by combination and collusion with the custom-house officer. It was also shown that Soria & Co. were utterly insolvent.

Brannin, Summers & Co. then brought suit, in the State court of Louisiana, against Clark, to recover the sums paid by them to the Government, and the costs. On the trial of this cause the court held that as Brannin, Summers & Co. were innocent purchasers of the sugars without any notice or suspicion of the fraud, the sugars in their hands were not liable to forfeiture, nor for the payment of duties, and as Clark (through Soria & Co.) had furnished the evidence in proper form that the sugars were legally withdrawn, that no right of action existed against Clark. Thereupon Brannin, Summers & Co. applied to Congress for repayment of the duties so paid by them with the costs paid. The evidence by Soria, S. H. Brown, Brannin, and others, and letters by H. Bristow, James P. Luse, and others establishes the following points:

1. That the sugars were imported into New Orleans and fraudulently passed through the custom-house without payment of duties.

2. That this fraud was accomplished through the actual connivance and assistance of the custom-house officers at New Orleans.

3. That Brannin, Summers & Co. were no parties to the fraud, and had neither notice nor reasonable suspicion of its existence.

4. That when, on their own motion, they sought evidence that all was fair and right concerning the sugars, Brannin, Summers & Co. were furnished with that evidence from the custom-house itself, and this evidence was declared to be sufficient by the customs officer at Louisville.

5. Relying on this evidence, Brannin, Summers & Co. sold the sugars to their own customers on time, and paid over all sums due to their own consignees.

6. After all this was done the sugars were seized and libeled for forfeiture, and to avoid their destruction in business, and under the advice of counsel, Brannin, Summers & Co. agreed to pay and did pay the duties to the Government, and which the State courts have subsequently decided they were not liable to pay.

In another case arising upon other sugars shipped by the same parties to merchants in Cincinnati, the United States district court made a similar decision.

The Committee of Ways and Means of the last Congress unanimously reported a bill to pay the claims of petitioners, amounting, in gold, to \$8,593.62.

We concur in the report of the former committee, and recommend the passage of the accompanying bill.



GRANT-PEMBERTON MONUMENT AT VICKSBURGH, MISS.

MAY 20, 1876.—Committed to the Committee of the Whole House on the state of the Union and ordered to be printed.

Mr. JOHN REILLY, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 443.]

The Committee on Military Affairs, to whom was referred House bill 443, would respectfully report on the same as follows:

It appears from the evidence submitted that the monument called the Grant-Pemberton monument was erected on the site of Pemberton's surrender, on land owned by Dr. Booth, and that the Vicksburgh National Cemetery is close by. It is proposed by this bill to purchase the site and the right of way from the public road fifty feet wide to the monument grounds, and attach the same to the cemetery, the amount paid not to exceed \$1,000, to be in full for rent, which is claimed since 1863. In view of the fact that the ground is near to and can be cared for by those in charge of the present cemetery, and the historical associations connected therewith, the committee recommend the passage of the bill as amended.

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LEGAL REPRESENTATIVES OF R. H. MURRELL, DECEASED.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JOHN REILLY, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT :

[To accompany bill H. R. 3509.]

The Committee on Military Affairs, to whom was referred the petition of Mary Conley, would respectfully report as follows :

From the evidence of W. J. S. Denton and James E. Deakins, majors, and Nelson McLaughlin and George McPherson, captains, late of Eighth Tennessee Cavalry, it appears that the said R. H. Murrell was appointed by the colonel of the Tenth Tennessee Cavalry commissary of that regiment, and that he performed the duties of same from the 15th day of September, 1863, until the 26th day of December, 1863, on which date he died at Camp Nelson, Ky., from disease engendered by exposure in the service; that owing to the fact that the regiment was recruited within the enemy's lines, they were never mustered into the service, having no muster-rolls, and that said regiment was not mustered until after the death of said R. H. Murrell, consequently his widow is unable to get either pay or pension, which, under all the circumstances of the case, she is entitled to.

The committee therefore recommend the allowance asked for and the passage of the accompanying bill for the relief of the legal representatives of R. H. Murrell, deceased.

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BRIG. GEN. WILLIAM GAMBLE.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN REILLY, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3343.]

The Committee on Military Affairs, to whom was referred the bill for relief of widow and children of General Gamble, having considered the same, would respectfully report thereon as follows:

From the papers presented it appears that General Gamble entered the service in September, 1861, as lieutenant-colonel Eighth Illinois Cavalry, was promoted to colonel in December, 1862, and brevetted brigadier-general April 20, 1865, and promoted to brigadier-general September 25, 1865, and mustered out March 1, 1866. After this date it seems he was appointed major of Eighth United States Cavalry, and died December 20, 1866, while *en route* to join his regiment at Virgin's Bay. It is claimed that, during his service as colonel, for two years he commanded a brigade, and that his heirs should receive seventeen hundred dollars for this service, being the difference between the pay of a colonel and that of a brigadier-general. As it very frequently happened that officers under the grade of brigadier-general were called upon to serve as brigade commanders without any additional compensation, it would seem improper in this case to pay it, as it would make a precedent for a large amount of similar claims, which the committee think would be unwise. They therefore report adversely upon the bill and recommend that it do not pass, and that the committee be discharged from its further consideration.



JOSEPH B. BRAMAN.

MAY 29, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN REILLY, from the Committee on Military Affairs, by unanimous consent, submitted the following

R E P O R T :

The Committee on Military Affairs, to whom was referred the above memorial and accompanying affidavits, respectfully return the same, with the recommendation that they be referred to the Secretary of War for such action as he may deem necessary for the protection of the interest of the Government.

The committee ask to be relieved from further consideration of the same.

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AUGUSTUS SPRAGUE.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN REILLY, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT:

The Committee on Military Affairs would respectfully report as follows on the claim of Augustus Sprague:

From the evidence in the case it appears that Augustus Sprague was enlisted as a private in Second Michigan Volunteers, May 24, 1861, to serve three years, and was discharged October 18, 1862, from hospital at Washington, D. C., on surgeon's certificate of disability. October 24, 1862, he was enrolled for one year to serve as nurse. While in this position in 1863 he was enrolled and drafted, but was exempted by order of the Secretary of War; that on October 26, 1864, he was again drafted and accepted by the examining surgeon. He claims that his disability still existed, and that he was so pressed that time was not given him to again lay his case before the Secretary of War, and he had only the alternative of going into service or sending a substitute, and he did the latter, for which he alleges he paid \$756, for which he now asks to be re-imbursed with interest. The fact of his having been twice accepted by the examining surgeon after his discharge, and being on the ground where all the facts were easily ascertained, is against his claim, and at this late day when it is so difficult to get authentic information the committee do not think it would be wise to re-open the case, and therefore report adversely on this petition.



WILLIAM A. W. DALY.

MAY 20, 1876.—Laid on the table and ordered to be printed.

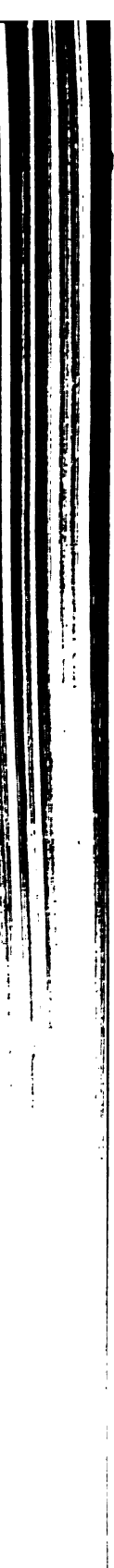
Mr. JOHN REILLY, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT:

The Committee on Military Affairs, to whom was referred the petition of William A. W. Daly for relief, would respectfully report thereon as follows:

From the evidence submitted it appears that William A. W. Daly was enrolled August 13, 1862, as corporal Company B, Fifth Indiana Cavalry, to serve three years. June 30, 1864, he appears as first sergeant on the rolls, and was captured by the enemy near Macon, Ga., July 31, 1864, and remained a prisoner until June 19, 1865, when he was mustered out of service at Camp Chase, Ohio. On the 1st day of November, 1864, he was commissioned second lieutenant by Governor Morton, of Indiana, and on 1st day of April, 1865, he was commissioned first lieutenant, and on these commissions he asks the pay less that which he received. The records showing him a prisoner and never being mustered or performing the duties under the commissions, the committee cannot recommend payment for services not performed, and, therefore, report adversely on his petition.

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PETER CAMPBELL.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. RAINEY, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

R E P O R T :

The Committee on Invalid Pensions, to whom was referred the petition of Peter Campbell, having considered the same, beg leave to report as follows :

A careful examination of the petition and papers in this case shows that the petitioner, Peter Campbell, was a private in Company G, of the Sixth Regiment of Maine Volunteers, and was discharged in September, 1862. In May, 1867, he applied for a pension, and claimed that he was disabled by reason of a wound in his left side, caused by the fragment of a shell in the battle of Williamsburgh, on May 5, 1862, while he was in the line of duty serving with his company. His application was rejected for the want of sufficient proof. The records of the War Department show that he was discharged by reason of chronic rheumatism and dyspepsia, and not for wound received in battle, as alleged. The petitioner was examined by three different surgeons, first in 1867, then in 1871, and again in 1874, neither of whom has certified that the wound referred to was in any respect of a serious character. One of the surgeons, Dr. W. D. Stewart, who examined petitioner in 1867, certifies as follows :

This applicant was wounded by fragments of an exploded shell at the battle of Williamsburgh, Virginia, in May, 1862. The wounds were merely flesh. The cicatrices are small, look healthy, and I cannot perceive that they in any way affect his health or physical capacities. His general health is good, and he is a soldier in the Veteran Reserve Corps, now doing duty in this city, (Washington.)

Thus it will be seen that the medical testimony is against the validity of the claim. Mr. Campbell is now a man of about sixty years of age, and it is not improbable that he ascribes to his wound what should be more appropriately ascribed to age and the failure of his constitution. The committee therefore recommend that the prayer of the petitioner be not granted.



HEIRS OF JOHN JENKINS.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. COOK, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 1403.]

The Committee on Military Affairs, to whom was referred the memorial of the heirs of Lieut. John Jenkins, of the revolutionary Army, submit the following facts:

Lieut. John Jenkins entered the service in the State troops of Connecticut as first lieutenant on the 17th day of September, in the year 1776, and continued to serve in that capacity until the 6th day of July, 1778, when he was commissioned first lieutenant in the Continental troops, and served in that capacity with distinction until the 1st of March in the year 1782, when he tendered his resignation, and was discharged at his own request. Shortly after this he was appointed major of certain troops raised in Connecticut by the State, to protect the frontier against Indian depredations, and served in that capacity till the close of the war.

On the 21st day of October, 1780, Congress passed an act giving half-pay for life to those officers who should serve to the end of the war. On the 22d day of March, 1783, Congress passed an amendatory act of that of 21st of October, 1780, which provided that, instead of the half-pay for life, full pay for five years should be given those officers who should serve to the end of the war. It appears by the indorsement on the commission of Lieutenant Jenkins that he was discharged from the service, on his own request, on the 1st day of March, 1782.

The only question for the decision of the committee is, did Lieutenant Jenkins serve to the end of the war? If he did and has never been paid, his heirs might have some claim upon the Government; though it is difficult to understand why this claim has so long slumbered, and no sufficient explanation has been offered for the delay. But if he did not serve to the end of the war, the memorialists have no legal claim upon the Government whatever. It is insisted that there was no active service or engagement between the British and the Colonial troops after the date of his resignation, and that he was rendering active and valuable service to the country; but this fact cannot change the law. The discharge of Lieutenant Jenkins was dated 1st day March, 1782. Three days before this, to wit, on 27th of February, 1782, Parliament passed a resolution against the further prosecution of the war against the American colonies. It is probable, from the means of communication at that day, that it was a month or longer time before the news of the passage of

HEIRS OF JOHN JENKINS.

that resolution was known in this country. The provisional treaty of peace was signed November 30, 1782, eight months after the date of the resignation of Lieutenant Jenkins. The British troops evacuated New York on the 25th of August, 1783, and General Washington, with his troops, took possession of the city. The treaty of peace was ratified in Paris on the 3d day of September, 1783. The committee is unable to find anything in the memorial which entitles the memorialists to the relief asked, and recommend that it be laid on the table.

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CYNTHIA H. ABBOTT.

MAY 20, 1876. } Committed to a Committee of the Whole House and ordered to be
printed.

Mr. BLISS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3510.]

The Committee on Invalid Pensions, to whom was referred the petition of Cynthia H. Abbott, praying for a mother's pension, having considered the same, submit the following report :

From the evidence produced it appears that the petitioner was the wife of Ransom B. Abbott, of Hancock, in the State of Maine, and mother of Augustus P. Abbott; that the latter died while in the United States naval service, at the marine hospital at Chelsea, Mass., on October 3, 1864, from disease contracted in said service. The petitioner made application to the Commissioner of Pensions for a pension, but her claim was rejected "on the ground that the evidence shows that the claimant's husband was physically able to maintain his family, and it was not shown satisfactorily that he did not."

The evidence before the committee from many of the neighbors and friends of the petitioner, properly verified on oath, shows that the husband of the petitioner, for a period of several years before the death of her son, brutally treated and utterly failed to support her, and that her son Augustus P. did contribute very materially to her support, and that she was dependent upon his support. She is now fifty-two years of age, and is more or less dependent upon the charity of her neighbors and friends in order to obtain the necessaries of life.

The conduct of her husband since the death of her son has been so cruel, added to the fact that he failed to give her any means of support, that she was driven to apply for a divorce, which she obtained. This is all sworn evidence, and recently produced, from which it also appears that she is still largely dependent upon charity for her support, and that her former husband in nowise contributes to the same. Neither has she any property from which she can look for an income. From this it would appear that the ground upon which her claim was rejected by the Commissioner of Pensions is insufficient, and, in the judgment of the committee, the petitioner is entitled to a mother's pension.

The committee therefore recommend the passage of the accompanying bill for her relief.



THOMAS G. KINGSLEY.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BLISS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3511.]

The Committee on Invalid Pensions, to whom was referred the petition of Thomas G. Kingsley, praying for an increase of pension, having considered the same, submit the following report:

It appears from the evidence that the petitioner was formerly colonel of the Twenty-sixth Regiment Connecticut Volunteers, and at the attack at Port Hudson, during the late war, he was shot in the head. The Commissioner of Pensions graded the petitioner at total disability, and allowed him \$30 per month, the highest sum he could award him under existing laws.

The petitioner claims, however, that his pension is inadequate, and out of proportion to the injuries from which he is suffering, and when his condition is considered, there seems to be some show of justice in his claim; if this is conceded, then Congress alone must give relief, as the Commissioner of Pensions has done all in his power under the laws, to give the petitioner an adequate rate of pension.

The condition of the petitioner may be briefly stated as follows, and the nature of his disability:

The bullet entered his head just below the left eye, and came out about one inch from the center of his right ear, shattering in its course a large portion of the upper jaw, and taking off the front part of the roof of the mouth; it also cracked the right cheek-bone to the right eye, tore a hole through the right nostril, and destroyed all of the teeth in the lower jaw. When he wants to drink he has to hold up his head and let the liquid run down his throat, otherwise it would go into the nostril. As may be imagined, he cannot chew nor masticate his food, and is compelled to eat only soft food, and is almost constantly under medical treatment as a result. The petitioner also alleges that, previous to entering the United States service, he was a teacher by profession, and that he is debarred from obtaining a livelihood by his profession because of his inability to articulate correctly.

By an act approved June 18, 1874, which was an amendment to the pension-laws, a special grade of disability was established, whereby persons who require the personal attendance of another, being helpless by reason of losing the sight of both eyes, or the use of both hands or feet, were allowed the sum of \$50 per month.

While the disability of the petitioner does not come strictly within the character of the grade specially mentioned, and could not be construed so by the Commissioner of Pensions, they are nevertheless, in some respects, full as severe. He does not require the same amount of personal assistance, but he suffers more in consequence of not being able to partake of food and drink the same as they. Although they may have lost their limbs, having good food and digestive organs, they may maintain health; but this is denied the petitioner.

When the whole case of the petitioner is considered, the exceptional character of his injuries, and the effect of the same as described above, your committee respectfully report the accompanying bill, and recommend its passage.

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CATHARINE FERRY.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BLISS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 703.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 703) granting a pension to Catharine Ferry, having considered the same, submit the following report :

That Catharine Ferry is the mother of Sylvester Ferry, deceased, formerly a corporal in Company H, Fifth New York Volunteers; that he was her only surviving son, and was unmarried at the time of his death, and had always remained single; she was also dependent upon him for support. On May 5, 1864, at the battle of the Wilderness, Ferry was captured and sent to Florence, S. C., a prisoner, where he remained until paroled, at Charleston, December 16, 1864. When paroled he was suffering from frozen feet, and was, in consequence, admitted to hospital at Annapolis, Md., to be treated for the same. He was discharged from service June 22, 1865, and was subsequently treated for gangrene of the feet, caused by their having been frozen. This is clearly proven. He subsequently died, November 13, 1867, of consumption, as proved by evidence of Dr. H. H. Gregory, who says the disease was undoubtedly caused by privations and exposure in Southern prisons. The mother claims that death was caused by gangrene of the feet, caused by the exposure and privation. All the evidence goes to show that the primary cause of his death was the same, namely, exposure and privation while a prisoner, and in this opinion the Commissioner of Pensions concurs. The Commissioner, notwithstanding his opinion, called for further proof concerning Ferry's celibacy, his medical treatment from discharge to date of death, and the dependence of the mother upon the support of her son, which was not complied with to his full satisfaction within the limited time.

The evidence in the possession of your committee seems to fully establish the claim made, and there seems no doubt but that the claim for pension is a just one. The committee therefore make a favorable report on the bill and recommend its passage.



ELIZABETH MARSLAND.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. BLISS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT :

The Committee on Invalid Pensions, to whom was referred the petition of Elizabeth Marsland, praying for a widow's pension, having considered the same, submit the following report :

That the petitioner is the widow of Matthew H. Marsland, formerly major of the Fourth Pennsylvania Provisional Heavy Artillery. It appears that he served in the Regular Army from 1848 to 1861, when he was discharged to accept a commission in the volunteer service. He was mustered out of the service, and again re-enlisted in the Second United States Cavalry, February 4, 1865, serving until November 18, 1866, when he was discharged by reason of disability from wound received in left thigh on June 17, 1864, while major of the Second Pennsylvania Artillery. He received a pension for this disability while alive. He died February 27, 1872, of cancer in the stomach, which, in the judgment of the medical referee of the Pension-Office, originated after his discharge from the United States service. The petitioner claims that this disease of which he died was caused by internal injuries received by her husband's horse falling on him at the time he was wounded in the thigh, but there is no evidence of any weight adduced in support of that theory, or that his death was caused by any disease contracted while in the United States service. The committee, therefore, are constrained to report the petition adversely.

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ROBERT BRADY.

MAY 20, 1876.—Laid on the table and ordered to be printed.

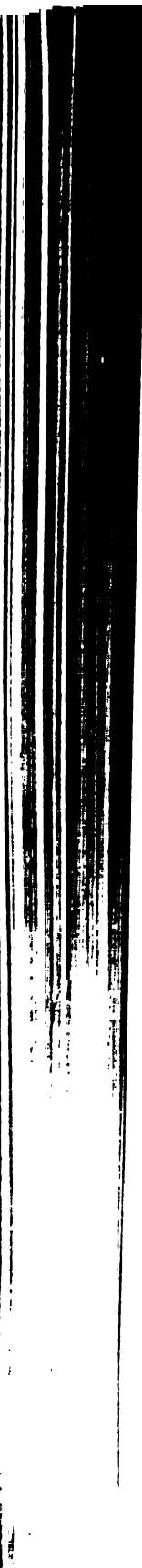
Mr. BLISS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 2167.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2167) granting a pension to Robert Brady, having considered the same, submit the following report :

That Robert Brady, formerly a first lieutenant of Company I, Eleventh Maine Volunteers, and previously a sergeant in Company D, of the same regiment, was wounded in the arm October 29, 1864. The wounding took place while he was a sergeant, and was a severe flesh-wound. He subsequently made application for a pension on account of the wound, was examined, and the examining surgeon reported no disability, and the claim was rejected in consequence. In his petition, subsequently filed, he claims disability on account of consumption contracted while in the service. There is no evidence to substantiate his claim, aside from the averments contained in his petition. The committee, therefore, make an adverse report on the same.



SARAH A. BRYANT.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. BLISS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

R E P O R T :

The Committee on Invalid Pensions, to whom was referred the petition of Sarah A. Bryant, widow of Wm. C. Bryant, late a sergeant in the United States Colored Troops, having considered the same, submit the following report :

That Wm. C. Bryant, the deceased husband of the petitioner, was discharged from the United States service July 29, 1865, without evidence of disability, as reported by the Commissioner of Pensions. He died of *phthisis pulmonalis* September 18, 1874, over nine years after his discharge, which the petitioner asserts was contracted while he was in the United States service, and wading a stream while in the line of duty, by which he caught a severe cold, resulting in the disease. It appears from the evidence that he did contract a bad cough, but this was soon after cured and no complaint made of it. Some time after he was suffering from a fistula in ano, of which he complained until his death. There is no evidence sufficient to confirm the averment of the petitioner, that his death was caused by reason of his exposure, and it is shown that he was without medical attendance until a few years before his death. It would appear more probable that the cause of his death was contracted after his discharge from the United States service, and, as the Commissioner of Pensions states in his report, his death probably a sequence of a disease not incident to military service, at least not contracted while in the United States service.

The committee, therefore, report adversely on the petition.



CHARLES F. CHANDLER.

MAY 20, 1876.—Laid on the table and ordered to be printed.

MR. SAMPSON, from the Committee on Patents, by unanimous consent, submitted the following

REPORT:

The Committee on Patents, to whom was referred the petition of Charles F. Chandler for the extension of a patent on an improved process of refining sugar and sirup, submit the following report:

In 1869 Dr. Augustus Seyforth, of Brunswick, Germany, discovered what was considered a new and useful improvement in the process of refining sugar and sirup, and afterward, through his agents and assigns, obtained patents thereon in certain foreign countries, among which was one in England, obtained March 1, 1870. At what dates and in what countries the other foreign patents were procured we are not advised.

The right to the United States in this discovery was assigned by Dr. Seyforth, for a valuable consideration, to the petitioner, Dr. Chandler, who applied, in the name of Dr. Seyforth, for a patent here, and after considerable delay and expense on account of two interferences filed during the pendency of the application, obtained a patent, bearing date January 21, 1873, and appearing on its face to be for the usual term of seventeen years.

By section 4887, United States Revised Statutes, "every patent granted for an invention which has been previously patented in a foreign country shall be so limited as to expire at the same time with the foreign patent, or, if there be more than one, at the same time with the one having the shortest term."

By the law of Great Britain the term of a patent, if first granted in that country, is fourteen years, with the privilege of extension for seven or even fourteen years, on a proper showing; and if first patented in a foreign country it expires with the first foreign patent. And further, under the law there, statute of February 20, 1853, a stamp-duty of £50 must be paid before the expiration of the third year from the date of the patent, and £100 before the expiration of the seventh year; and on failure to make such payment the patent is forfeited. The language of the statute is, "shall be void, and the powers and privileges thereby granted shall cease and determine." Several other European countries have substantially the same laws for payment of duties at stated periods, and forfeiture for non-payment, and some forfeit for non-user.

As near as can be ascertained from the petition and statements made before the committee, whatever may have been the condition of these patents in other foreign countries, it seems the first stamp-duty pay-

able on the English patent before the expiration of the first three years was not paid, and, therefore, according to the law and the terms of the patent itself, that patent was terminated. The date of the last termination was March 1, 1873. The date of procuring the patent here by Dr. Chandler was January 21, 1875. Consequently the English patent expired or was forfeited one month and ten days after the issue of his patent, and he fears that his patent, by virtue of section 4887, also expired; and his object now is to procure the passage of a special act rendering his patent valid for the term of seventeen years from its date.

This particular provision of our law, contained in section 4887, was first enacted in 1870, and it does not appear that our courts have yet placed any construction upon it, in determining whether it does or not have the effect to terminate a patent here when determined in a foreign country for non-payment of duties or non-user. There are eminent attorneys, well versed in patent-laws, who are of the opinion that it does not. If such be the true construction, then, for aught that appears in the showing of the petitioner, his patent will yet be valid for the period of eight years; and as it cannot be known but that, at the expiration of that time, the profits derived by him from the invention, when compared with its value, would not justify an extension, it ought not to be extended now.

But it may well be doubted, on looking over the legislation on this subject of foreign patents, whether it was not the intention, by this law of 1870, to limit American patents so that inventions previously patented in a foreign country should be free here as soon as they were free abroad and thus the expiration should be simultaneous in the two countries let the termination be from whatever cause it might. If this should be the true construction, the inquiry then arises: Has Dr. Chandler, by the introduction of this foreign invention into this country, conferred such a favor upon our people, or will they derive such advantages from it in the future if the patent be extended, as to justify granting him the exclusive privilege of controlling it here while it is entirely free in other countries?

The principle upon which patent-laws are enacted, we apprehend, is that of mutual benefit and just reward for benefits bestowed. The people, through their laws, say to inventors, "Bring to the knowledge of the world and introduce into use new and useful inventions and discoveries that save time, money, and labor, and you shall have the right to control the use, manufacture, and sale of your invention for a limited time, to the end that you may be justly rewarded for the benefit you have conferred upon us." In this case it is the assignee and not the inventor who asks for favors. The only favor he has conferred is the introduction of the discovery into this country, and such introduction might have been by any one after its use in foreign countries, as well without as with a patent here, the only advantage being, a patentee would work with more energy for its introduction because of this protection. And, in addition to this, we have no evidence before us or means of knowledge to enable us to arrive at a satisfactory conclusion as to the value of this invention, and thereby judge advisedly what consideration Dr. Chandler is entitled to for its introduction here.

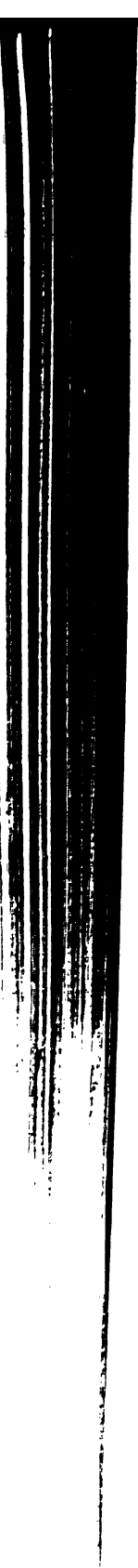
To now extend this patent, if it has already lapsed, would undoubtedly be to create a monopoly on the industry of refining sugar, so far as it is conducted by this process here, while no such burden is imposed in other countries, and would, therefore, be a discrimination against our own people.

And on this principle, mainly, we apprehend, to avoid unjust discrimination against their own people, other countries as well as our own, to

wit, England, France, Russia, Holland, Belgium, Sardinia, and Portugal, have adopted the same provision of law—that a patent there on an imported invention must expire at the same time with the foreign patent having the shortest term to run.

For these and the additional reason that we are loth to inaugurate a policy of granting special legislation to assignees of foreign patents, we recommend that the relief prayed in the petition be not granted, and ask to be discharged from the further consideration of the subject.

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MRS. AMANDA RAINS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. MILLIKEN, from the Committee on War-Claims, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 2212.]

The Committee on War-Claims, to whom was referred the bill (H. R. 2218) for the relief of Mrs. Amanda Rains, of Illinois, having considered the same, report:

That Company G of the Forty-second Wisconsin Volunteer Soldiers, of the late civil war, were on detached duty at Marshall, in the State of Illinois, in the latter part of the year 1864. Considerable sickness prevailed among said soldiers, and on the 31st day of October, 1864, one F. Wallace, deputy provost-marshal, who had command of said post at Marshall, entered into a written contract with Dr. J. Rains, late husband of the claimant, by the terms of which said Dr. Rains was required to give his professional attention and services to the sick soldiers aforesaid, at the price of \$40 per month, and to furnish all needful medicines at an additional sum of 50 per cent. of the price agreed upon for his professional services.

The testimony of five different witnesses clearly establishes the rendition of almost constant attention of Dr. Rains to said soldiers; that many of them were sick, and one had a broken leg; that they needed medical attention. The account, as made out under the contract, was duly certified to by the captain, (A. I. Porter,) who commanded the company, certifying the account to be just and correct.

The account, as itemized, shows daily visits to from two to eleven sick soldiers during the time charged for, to wit, two months.

The proper accounting-officer for this character of claims refused to approve and certify the same for payment, simply because the contract was not made by a district provost-marshal, instead of a deputy. The necessity for the services rendered, and that they were rendered as charged, is nowhere denied. The objection resting alone upon technical grounds, your committee are unable to see the justice, while it may be quite conformable to military law, in refusing a just compensation for the services rendered and medicines furnished under the contract. Soldiers, who have volunteered their services in the defense of their country, who are suffering from the maladies of camp life and broken limbs, should not be required to wait for relief until all superfluous formalities may be gone through with. Your committee therefore recommend the passage of the accompanying bill.

LOUISE VON PUECHELSTEIN.

MAY 20, 1876.—Laid on the table and ordered to be printed.

Mr. MACDOUGALL, from the Committee on Military Affairs, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 1388.]

The Committee on Military Affairs, to whom was referred the petition of Louise von Puechelstein, having had the same under consideration, submit the following report:

It does not appear, from the report of the War Department which follows, that Major von Puechelstein ever did much service to the Government.

WAR DEPARTMENT,
ADJUTANT-GENERAL'S OFFICE,
February 11, 1876.

Case of Anton von Puechelstein, (deceased,) died August 21, 1870, late Major Fourth New York Cavalry.

1. Anton v. Puechelstein was mustered into the military service of the United States October 3, 1862, to date January 1, 1862.

2. On the muster-rolls of field and staff, to March and April, 1863, (the rolls and returns are very imperfect,) he is reported: "Present."

3. The regimental return for September, 1862, reports him: "Absent with leave." Prisoner-of-war records report him: "Captured at Port Royal, Va., June 9, 1862, and paroled at Aiken's Landing, August 12, 1862." (Now, a careful investigation of the facts shows: 1st. That a detachment of the Fourth New York Cavalry was engaged at "the affair" at Harrisonburgh, Va., June 6, 1862, in which v. Puechelstein testifies he was wounded; 2d. Whatever his wound was, it must have been very insignificant, for the reason that he participated in the movements of Frémont's forces until the engagement at Port Republic (not Port Royal) June 9, 1862, when captured.)

4. Subsequent to his parol, August 12, 1862, he appears to have received a leave of absence, but when it commenced or when it ended, does not appear. The October, 1862, return reports him: "Present."

5. In April, 1863, he was placed in arrest and charges preferred against him by his colonel, L. P. di Cesnola. (The character of the charges is unknown.)

6. April 19, 1863, he was released from arrest by Special Orders No. 2, from Headquarters Second Cavalry Division, Army of the Potomac. (No reason assigned.)

7. April 24, 1863, a court of inquiry was ordered convened by Special Orders No. 6, Headquarters Second Cavalry Division, to investigate the case of Major von Puechelstein. (The court convened, but the proceedings cannot be found.) It is known that it recommended von Puechelstein's discharge.

8. May 9, 1863, Colonel di Cesnola, learning that v. Puechelstein had been released from arrest, protested against that action, and stated, to show the character of the officer, that although ordered to the front to join his regiment, he had not done so, but "gave himself sick," and further, that, "in some way or another he is trying to get the command of my dismounted camp, to make trouble," which communication having been forwarded through the proper military channels, General Stoneman, commanding Cavalry Corps, Army of the Potomac, returned the paper for a copy of the charges against Major v. Puechelstein. (No trace of them can be obtained.)

9. Nothing official is known of him from the date the court of inquiry convened until July 1, 1863, when it is said he received a leave of absence from this Office, for twenty days. The official records do not sustain the allegation.

10. July 19, 1863, Lieutenant-Colonel Pruyn, commanding regiment, reported through the proper military channels that Major von Puechelstein had absented himself from his regiment since June 1, 1863, without authority. His brigade, division, corps, and army commanders recommended *v. Puechelstein's* dismissal.

11. August 3, 1863, the recommendation for dismissal was again renewed, when the same was referred to the military commission on August 10, 1863. On that date he was published, to appear and show cause why he should not be dismissed for absence without leave.

12. Failing to appear, he was, on September 8, 1863, on the report of the military commission, dismissed by Special Orders 402, of that date, from this Office, "for absence without leave." Dismissal to date August 10, 1863.

13. December 21, 1863, *v. Puechelstein* requested revocation of dismissal on the ground that when his leave, dated July 1, 1863, had expired, he was unable on account of sickness to return to duty, and, in evidence of his sickness, submitted three medical certificates, dated respectively July 20, August 18, and September 18, 1863. (The certificates are branded as spurious.)

14. December 31, 1863, the case was resubmitted to the military commission, but, at the urgent request of *v. Puechelstein* and his counsel, (Lewis Schade, esq.,) the investigation was postponed from time to time to enable *v. Puechelstein* to procure additional testimony.

15. March 17, 1864, the case having been taken up, the military commission, after carefully sifting the evidence submitted, decided adversely on it; and from that time to the present the case has been continually before the Department, but always with adverse results.

16. October 23, 1875, Mrs. *v. Puechelstein* presents the affidavit of B. G. Streeter, late surgeon Fourth New York Cavalry, dated June 22, 1875, who testifies that "on or about June 15, 1863, by reason of disability caused by falling from his horse, and malarial fever, ordered Major *v. Puechelstein* to the dismounted hospital at Alexandria, Va.;" but as to the credibility of this witness it must be borne in mind—

1st. Major *v. Puechelstein* himself swears, under date of November 29, 1865, that on or about the 25th day of April, 1863, while his regiment was stationed near Alexandria, Va., he received a leave of absence for thirty days on account of sickness; that he proceeded to New York City, and at the expiration of the leave of absence, he being unfit to travel, forwarded to the War Department the certificate of the surgeon of his regiment (then in New York) to his regiment; * * * "that he forwarded such certificates, one in May, one in June, and one in July, 1863, he being all of said time unable to travel."

2d. By letter to this Office dated December 29, 1863, he states that in "the month of June, 1863, I was in dismounted camp at Potomac station, and Alexandria, Va., where I was ordered to go by Major White, commanding post at Dumfries, Va."

3d. The first spurious certificate, dated July 20, 1863, recites, * * * "and find he is suffering of cramps of the stomach." The second, dated August 18, 1863, recites, * * * "is under my treatment suffering under the effects of cramps in the stomach." The third, dated September 18, 1863, recites, * * * "Major *v. Puechelstein* is under my treatment suffering under the effects of cramps of the stomach and chronic rheumatisms."

4th. A statement of Major *v. Puechelstein* dated December 29, 1863, that he tendered his resignation June 3, 1863, on the ground (not for wounds or disability) that a junior officer was promoted lieutenant-colonel over him.

In a word, the testimony is one mass of contradiction. The fact would seem to be that *v. Puechelstein*, piqued at the promotion of an officer over him, and not being on terms with his colonel, and not knowing very well what to do, remained around Alexandria without leave, on the plea of disability, until he claims to have secured a leave (which is not of record) from this Office, July 1, 1863, and never returned to his regiment.

The deliberate action of the military commission, the case having been twice before it, has not been weakened by any evidence which has been submitted to this date.

E. D. TOWNSEND,
Adjutant-General.

In view of the foregoing facts, and the failure of the claimant to produce any other statement or evidence in support of the claim except her own, the committee report adversely, and ask that the relief petitioned for be not granted.

ALEXANDER ANDERSON.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. MACDOUGALL, from the Committee on Military Affairs, by unanimous consent, submitted the following

R E P O R T :

[To accompany bill H. R. 3067.]

It appears, from the proofs in this case, that Lieut. Alexander Anderson performed duty as first lieutenant, Fourteenth New York Volunteer Cavalry, from December 4, 1863, to March 3, 1864, when he was mustered out of service for no cause, and without any knowledge on his part, he having faithfully performed his duties as such officer during the period named. The Adjutant-General's Office approve of the accompanying bill, and, as appears from the accompanying evidence, made the draught of the same.

In view of the facts the committee ask the passage of the accompanying bill.



SAMUEL B. STAUBER AND OTHERS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. TARBOX, from the Committee of Claims, by unanimous consent, submitted the following

R E P O R T :

(To accompany bill H. R. 767.)

The Committee of Claims, having considered the bill (H. R. 767) for the relief of Samuel B. Stauber and others, beg leave to report :

The persons named in the bill for relief were engaged in the business of distilling brandy from fruits. By the act of July 20, 1868, a special license tax of \$400 per annum was imposed upon distillers. In the month of August, 1868, these parties, respectively, paid this special tax to cover a period of nine months, except Stipe, whose payment was for eight months. The act also contained a provision authorizing the Commissioner of Internal Revenue, with the approval of the Secretary of the Treasury, to exempt this class of distillers from the payment of the special tax. Owing to some ambiguity in the statute in regard to this provision, the Commissioner neglected to act upon the authority to abate or remit the tax, until the opinion of the Attorney-General was had upon the question. Meanwhile the payment of the tax was exacted from these parties by the revenue authorities. The Attorney-General, by his opinion given October 10, 1868, sustained the construction of the act which empowered the Commissioner to abate the tax, and on the 12th of October, 1868, the Commissioner made his order to that effect, in terms as follows:

TREASURY DEPARTMENT, OFFICE OF INTERNAL REVENUE,
Washington, October 12, 1868.

In accordance with the opinion of the Attorney-General of the United States, rendered on the 10th instant, distillers of brandy from apples, peaches, or grapes, exclusively, are hereby, with the approval of the Secretary of the Treasury, exempt from so much of the provisions of section 59 of the act of July 20, 1868, as imposes a special tax of four hundred dollars upon distillers producing one hundred barrels, or less, of distilled spirits, and of four dollars per barrel for every barrel in excess of one hundred barrels. This exemption is additional to the exemptions heretofore specified in series 4, No. 7, and assessors and collectors will govern themselves accordingly.

Approved:

HUGH McCULLOCH,
Secretary of the Treasury.

In the administration of this order no assessments of the special tax were made on this class of distillers subsequent to the date of the order, and the taxes assessed and not paid up to that time were remitted, or if paid subsequently were re-imbursed; but where payments had been made prior to October 12, 1868, no authority was given to re-imburse. The collection of the tax of these parties was strictly legal and the Government

has a full legal right to retain it, but to do so would be invidious and unjust.

Subsequently, in 1868 or 1869, these parties became liable for certain deficiency-taxes, and the then collector of internal revenue for the district of their residence consented that the special-tax payments might be allowed in set-off to such deficiency-taxes. This arrangement, however, the Department has since disapproved as beyond its authority, and proceedings are now pending in court at the suit of the United States to recover the full amount of the deficiency-taxes. The relief asked for is that in the settlement of taxes due the United States the parties may have credit for the amounts severally paid by them for special tax as set forth. •

In the opinion of the committee the relief should be granted, and they therefore recommend that the bill pass.

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DR. P. F. REUSS.

MAY 20, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BLISS, from the Committee on Invalid Pensions, by unanimous consent, submitted the following

REPORT:

[To accompany bill H. R. 3513.]

The Committee on Invalid Pensions, to whom was referred the petition of Dr. P. F. Reuss, praying for pension, having considered the same, submit the following report:

From the evidence on file and submitted to the committee it appears that Dr. Reuss became an assistant surgeon of the Fifty-second Regiment New York Volunteers in 1862, and because of the very unpleasant relations existing between him and the colonel of that regiment, Col. Paul Frank, he tendered his resignation. He received an honorable discharge, but, in order to secure such discharge, a cause was assigned, which was that he was suffering from chronic rheumatism.

The petitioner afterward became surgeon of the Seventh Regiment New York Volunteers, and served as such until August 11, 1865, the close of the war.

The petitioner, in his affidavit, avers that he was perfectly healthy before he became attached to the Seventh Regiment; but while in that regiment, in the line of his duty, by reason of the forced marches, bivouacs, exposure to all kinds of weather, and the fatigues incident to such service, he contracted the following disabilities: 1st, chronic rheumatism; 2d, total deafness of the left ear and partial of the right; 3d, nearly total loss of sight of the right eye and partial of the left; 4th, that during an engagement in the rifle-pits before Petersburg he received a blow in the neck from the butt-end of a rifle, which resulted in *tumor adiposus*. He further avers that, by reason of the above disabilities, he is unable to practice his profession.

The claim has been before the Commissioner of Pensions, who rejected it on the ground that the record of his discharge from the Fifty-second Regiment finds him suffering from chronic rheumatism, when, in his application, he claims to have been free from disease until a later period, after becoming attached to the Seventh Regiment, and that there is no satisfactory evidence showing when or where the other disabilities were incurred.

The evidence is sufficient to prove that, while the record is correct as to the reason assigned for accepting his resignation, he is also correct in his statement why such reason was given; and, further, that he is really suffering from disabilities incurred while surgeon of the Seventh Regiment. It may be proper here to add, also, that, under the circumstances, as the resignation at that time would not be accepted of any medical officer of the Army, except upon certificate of disability, the

action was excusable, especially when it is remembered he became attached to another regiment, and served faithfully until the end of the war. It was the only way he could escape from the annoyances of a superior officer, who, it appears, was embittered against him.

William Kragen, late captain in the Seventh Regiment New York Volunteers, testifies that he knew petitioner was very ill while surgeon of the regiment, and that his illness was caused by hardships and exposures endured between September, 1864, and April, 1865, and avers that, by reason of such exposures and hardships, Dr. Reuss contracted rheumatism, deafness, and loss of eyesight.

Dr. B. Weigert testifies that he has professionally treated the petitioner, ever since his discharge from the Seventh Regiment, for the various diseases complained of, and that he believes they originated in the service of the United States.

The board of examining surgeons at New York, on the 4th of February, 1874, composed of Drs. Hogan, Ferguson, and Smith, certify that, after carefully examining Dr. Reuss, they find him suffering from rheumatism, affection of the eyes and of the ears, and give as their opinion that the disabilities originated in the service. This seems to establish the fact that he is suffering as he claims, and should have a pension.

The evidence of eight or ten of the former officers of the Fifty-second Regiment is to the effect that Dr. Reuss, while assistant surgeon of their regiment, was never known to them to have been sick a day, or to have complained of sickness, and that "it was well known that his resignation was caused by reason of the ungentlemanly treatment he experienced at the hands of Colonel Frank," and that any record that he was sick during that period is erroneous.

Dr. Rappold, surgeon of the Fifty-second Regiment, testifies, in addition, that he discharged Dr. Reuss on the formal ground of chronic rheumatism, in accordance with orders from the medical director of the corps, on account of the troubles existing between Dr. Reuss and Colonel Frank.

Col. H. M. Karples, the successor of Frank, testifies to about the same condition of things, and says there was no other escape for Dr. Reuss. Other evidence shows that Reuss was not affected with rheumatism while in the Fifty-second Regiment.

Drs. Krog, Boecker, and Muhr, of New York, testify that they were well acquainted with Dr. Reuss, the petitioner, before he became attached to the Seventh Regiment, and aver that, to their own knowledge, he was in sound and perfect health.

The only reasonable conclusion to be arrived at from the evidence is that, to avoid harsh treatment from Colonel Frank, the petitioner was compelled to send in his resignation as assistant surgeon of the Fifty-second Regiment New York Volunteers, and as no resignation would be accepted unless based upon a medical certificate of disability, out of sympathy for the petitioner the surgeon of the regiment and the medical chief of the corps assigned rheumatism as a cause, or at least approved of it as a reason, and allowed him to retire from the service honorably. From other evidence, there seems to be no reason to doubt that he afterward became surgeon of the Seventh New York Volunteers, and while in that regiment contracted the diseases which have disabled him.

The committee, therefore, recommend the passage of the accompanying bill.

LEE vs. RAINEY.

MAY 24, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN T. HARRIS, from the Committee on Elections, submitted the following

REPORT:

The Committee on Elections, to whom was referred the contested-election case, Samuel Lee vs. Joseph H. Rainey, from the first congressional district of South Carolina, make the following report:

In this case the main question to be determined is, whether six hundred and sixty-nine ballots bearing "J A S H R A I N E Y," in the county of Georgetown, were intended for, and cast for, "Joseph H. Rainey," for if those ballots are counted for Joseph H. Rainey, then he has a decided majority, and is duly elected; while, on the other hand, if the same are not counted for him, he is not elected. As this question is clearly decisive of the case, the committee have not deemed it necessary to consider the other questions raised by the notice of contest and answer. There is a question of law and a question of fact involved. The question of law is, whether the House can look beyond the ballot to ascertain the voter's intent. The committee think it clear, although canvassing officers charged with purely ministerial duties may not go outside of the ballot, whatever may be the defect in the same, but must make their return upon the ballots as they appear on their face, that the House, as the final judge of the elections, returns, and qualifications of its members, has not only the right but the duty, when a ballot is ambiguous or of doubtful import, to look at the circumstances surrounding the election explaining the ballot, and to get at the intent and real act of the voter.

This will not give the right to contradict the ballot itself, but simply to explain what is uncertain and ambiguous in reference to it. This rule of law has become too well settled to admit of question. (McCrary on Elections, chapter 7, and cases there cited; Gunter vs. Wilshire, first session Forty-third Congress, Report 631.)

Such being the law, the remaining question is purely one of fact, viz: For whom did those who cast the ballots "J A S H R A I N E Y" intend to vote, and for whom did they vote? What are the facts upon this point? It appears that only two candidates were nominated, viz: Samuel Lee and Joseph H. Rainey. No other person appears to have been named in connection with the office of Representative to Congress from that district. There is no pretense that any person by the name of James H. Rainey, other than Joseph H. Rainey, was a candidate for that office, and it is not seriously contended by any one that any person who cast the ballot "J A S H R A I N E Y" cast it intentionally for any other than Joseph H. Rainey, the sitting member.

The evidence clearly shows that the ballots printed "J A S H R A I N E Y" were printed for "Joseph H. Rainey," and the fact that such was the case was explained to the voters to whom the tickets were given by the party who had them printed. (Evidence of Joseph Bush, p. 27; Charles H. Sperry, p. 28.) There is no evidence in this case showing that there was at the time of the election any man in the district by the name of James H. Rainey who was eligible to the office of Representative to Congress, or who had ever been spoken of for that office, or that any person did vote for "James H. Rainey," except one Russell Green, (p. 41,) and he testified "that he did not know that Joseph H. Rainey was running," and then says "that he had made up his mind before going to the poll that he did not intend to vote for Joseph H. Rainey." His evidence is not of such a character as to entitle it to weight, and your committee are far from being satisfied that he ever knew that the name "J A S H R A I N E Y" was upon the ticket he voted. The fact that no person by the name of Rainey other than Joseph H. Rainey was named in connection with the office of Representative to Congress is a fact entitled to the greatest weight in determining the intent of the voter. It is clear that those who voted the ticket did not know or vote for James H. Rainey, as he was not generally known in the district, and we must assume therefore that those who cast the "J A S H R A I N E Y" tickets, if they did not cast them for Joseph H. Rainey, deliberately threw their ballots away. Can we assume that one-fourth of the voters in the county of Georgetown intentionally cast a blank, and that, too, in an election closely contested at the polls, and when it appears that all the ballots cast for "J A S H R A I N E Y" were printed and distributed for "Joseph H. Rainey," the sitting member? Did the 669 voters intend to throw their votes away, or, in other words, to cast blanks? Your committee cannot come to the conclusion that such was the intent of the voters, or that they did in fact do this. They find the evidence clearly to show that the ballots having the name "J A S H R A I N E Y" upon them were intended to be for Joseph H. Rainey, and were for him. If this House cannot consider at all the surrounding circumstances attending the election to learn the intention of the voter, then how is it to determine the identity of the person voted for? How will it determine between two men of the same name if it cannot look to the surrounding circumstances to determine who was voted for? The House must, in such a case, certainly look to something besides the face of the ballot; it must inquire into the intent of the voter. It would, indeed, be a singular position for this House to assume that because there are two men bearing the same name as the one voted for in a district, it has no power to determine who was voted for or elected. If it cannot, how can it determine the elections, returns, and qualification of its members? It has always examined into the intent of the voter when it did not clearly appear by the face of the ballot, where it could be done without contradicting the ballot. In the Forty-third Congress, in the case of Thomas M. Gunter *vs.* W. W. Wilshire, the committee used the following language:

"The testimony submitted satisfies the committee that the contestee and the contestant were the only candidates for Congress in that district; that 1,433 of the 'scattering' votes referred to in the governor's certificate as being given for 'Guntree,' 'T. M. Guntree,' 'Thomas M. Guntree,' and 'T. Ross Gunter,' were, in fact, given for Thomas M. Gunter, and should be counted for him; and that one vote, referred to

as given for 'S. M. Guntee,' and the 32 given for 'Thomas M. Cren-ter,' about which no evidence was offered, are not proven to have been cast for Thomas M. Gunter. The testimony on this point is voluminous, but entirely satisfactory, and the 1,433 votes are added by the committee to the credit of the contestant, Thomas M. Gunter. So, also, the 407 votes in Montgomery County, and the 184 votes in Newton County, returned for 'Gunter,' were cast for Thomas M. Gunter; also, the 12 votes in Pulaski County, returned for 'Wilshire,' were cast for the contestee, and should be credited to them respectively."

The question was elaborately considered in the case of *McKenzie vs. Braxton*, (Am. L. of E., p. 296,) where ballots for E. M. Braxton, Elliott Braxton, and Braxton, and Elliott M. Braxton were all counted for Elliott M. Braxton on its appearing that all the votes were cast for the same person, viz, for Elliott M. Braxton, and this is in accordance with the usual course in cases where it is uncertain for whom the ballot was intended, and it has been made certain by the evidence. The decision of the committee to count these votes for Joseph H. Rainey can be fully sustained upon the ground that Joseph H. Rainey was, on election-day, in the county of Georgetown known by the name "J A S H R A I N E Y" as well as by the name Joseph H. Rainey. There is evidence that the voters were so informed at the polls; were informed that J A S H R A I N E Y was the same as Joseph H. Rainey, and there is every reason to believe that the voters so regarded it, and in a criminal case this would be evidence tending to show that he was known by the one name as well as by the other, and upon this evidence the House has not only the right, but is bound, so to find if satisfied of the fact. Your committee believe that great injustice will be done the first district of South Carolina should the House, where there is really no serious question made by any one but that the ballots for "J A S H R A I N E Y" were intended for Joseph H. Rainey, fail to count them for him. The first name was abbreviated, and "Jas" printed instead of "Jos.," and there is a suggestion that this was fraudulently done, but the evidence shows it to have been a mistake made by the printer by inserting "A" instead of "O" in the abbreviation Jos.; but if a fraud, will the House, unless compelled so to do, give effect to such a fraud when committed upon a people many of whom are illiterate and might the more easily be imposed upon by such a fraud? Your committee are of the opinion that whether a mistake or a fraud, it is a question of fact for whom the ballots were cast. And they have no reasonable cause to believe they were cast for any other person than Joseph H. Rainey, and that they were, in fact, cast for him, thereby giving him at least a majority of (628) six hundred and twenty-eight votes. We, therefore, recommend the passage of the following resolution:

Resolved, That Joseph H. Rainey, the sitting member, was duly elected a Representative of the Forty-fourth Congress of the United States from the first congressional district in South Carolina, and is entitled to his seat.



CHARLES H. JOHNSON.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 969.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 969) for the relief of Charles H. Johnson, late first lieutenant of the Fifteenth Michigan Infantry, having considered the same, respectfully submit the following report:

That it appears from evidence submitted to your committee that said Charles H. Johnson was enrolled and mustered as quartermaster-sergeant Fifteenth Michigan Volunteers on the 8th of December, 1862; that he was commissioned first lieutenant of said regiment, to take effect November 1, 1864, and actually entered upon the duties of that rank, by order of his regimental commander, on the 9th of November, 1864. By reason of the movement of his command on the march of Sherman's army from Atlanta to Savannah, Ga., (during which march no mails could be received,) he did not get his commission until about the 1st of January, 1865, and was mustered as of that date. He had, however, commanded a company during this march, and but for the impossibility of receiving his commission would doubtless have been mustered as of the day of his entering upon duty as first lieutenant.

It appears, therefore, to the satisfaction of your committee, that he was duly commissioned; that there was a vacancy of his commissioned rank in a company of the legal number; that he entered upon and discharged the duties of his rank, and was not mustered by reason of an impossibility of his commission reaching him, and not through any fault or neglect of his own.

The committee therefore recommend the passage of the accompanying bill, with an amendment striking out the "first day of September," and inserting the "ninth day of November," the date of his "actual entry upon the duties of first lieutenant.

MARSHAL P. THATCHER.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 3574.]

The Committee on Military Affairs, to whom was referred the petition of Marshal P. Thatcher, late a captain of the Second Michigan Cavalry, asking for payment for the loss of a horse while in the military service of the United States in the late war, having considered the same, respectfully submit the following report :

It appears from affidavits filed in this case that said Thatcher, on the 15th of April, 1862, then second lieutenant of said Second Michigan Cavalry, while on a Government transport with the regiment near Hamburg Landing, on the Tennessee River, had his horse so severely wounded in the stifle-joint by breaking through the defective deck of the transport as to render the said horse unserviceable and valueless. The horse was pronounced incurable by the veterinary surgeon of the regiment, and abandoned on disembarkation from the transport.

It is in proof that the horse was purchased by Lieutenant Thatcher, one week before, of Capt. A. P. Campbell, of same regiment, at a price of one hundred and fifty dollars.

The committee are satisfied that the horse was private property of Lieutenant Thatcher, and was incurably wounded while in the service, and through no fault or negligence of its owner, Lieutenant Thatcher. The excellent character of this officer is certified to by Lieut. Gen. P. H. Sheridan, who subsequently commanded the regiment, and upon whose staff Lieutenant Thatcher for a time served.

Lieutenant Thatcher swears that this claim has been for years in the hands of agents, but was rejected in the War Department, on the ground that the horse had not been mustered after becoming the property of Lieutenant Thatcher. This is explained by the affidavit of Lieutenant Thatcher that during his less than one week's ownership of the horse he had had no opportunity on the march to muster it. The committee think the horse should be paid for by the United States, the case coming within the provisions of the law at that time and now in force in relation to horses lost in service.

The committee respectfully recommend the passage of the accompanying bill.

CHANCY J. POORE.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. ALPHEUS S. WILLIAMS, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 2229.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 2229) for the relief of Chancy J. Poore, late a private in Battery G, First New York Artillery, having considered the same, respectfully report :

That said Poore enlisted in Battery G, First New York Artillery, in November, 1861, in apparent sound and vigorous health. Soon after the battle of Antietam he suffered a painful attack in his right leg and hip, which, in time, disabled him in both legs, and after several months' confinement to the hospital he was discharged March 3, 1863, for "diabetes of five months' standing."

It is alleged that this designation of the complaint was a mistake, (probably a clerical error,) as the development of the disease was accompanied by no symptoms that attend cases of diabetes. On the contrary several surgeons, some of them examining surgeons of the Pension Bureau, testify that it was an undoubted case of phlebitis.

The petitioner has been disabled from his discharge to the present time. He suffers from varicose veins and swollen and ulcerous condition of the legs.

Your committee are satisfied that there was an error in the designation of the nature of the disease for which he was discharged, and accordingly recommend the passage of the accompanying bill.

GEORGE MARTZ.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JENKS, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 3436.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 3436) granting a pension to George Martz, report as follows :

Alfred Martz, the son of George Martz, enlisted in the Fifty-fifth Regiment, Pennsylvania Volunteers, on the 28th of August, 1861, and was mustered in at Harrisburgh on the 30th of October, and was assigned to duty in Company A. He served in the Fifty-fifth until November 30, 1863, and was honorably discharged to allow him to re-enlist as a Veteran. In this service he died in "the line of duty" at Marysville, Va., on the 10th of August, 1865, of congestive chills. Ample evidence is furnished to Commissioner of Pensions showing that previous to the soldier's enlistment, and also while in the service, he contributed to his parents' support. The claim was rejected by the Commissioner "because it appears that the soldier's mother is still living and entitled to pension, could she show her dependence upon and support by the son." This is not denied, but evidence is furnished, by the affidavits of two of the residents of the township in which George Martz lives, that the mother "deserted her husband some time in the month of June, 1869, and has never returned to him, nor lived with him since;" that the said George Martz "was stricken with paralysis in 1872, and since that time has been helpless, and unable to do anything for his support, and is now dependent on charity." This is confirmed by a letter from the postmaster at Hemlock, Pa., (the town in which Martz lives,) in reply to the Commissioner of Pensions, under date of May 29, 1875.

In view of these facts it is the unanimous opinion of the committee that this is a clear case where it is the province and duty of Congress to step in and direct the Commissioner of Pensions to award to the "dependent father" the pension the "dependent mother" would be entitled to under similar circumstances, and, therefore, report back said bill and recommend its passage.

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MRS. REBECCA S. HARRISON.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. JENKS, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 2682.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2682) granting pension to Rebecca Harrison, respectfully report :

That, as the case comes within the provisions of the general law, and the Commissioner of Pensions reports that under said law the pension will be increased to the amount asked in the bill, the committee decline to take further action upon the bill, and ask to be discharged from the further consideration thereof.

○

MARY C. AXLINE.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 1514.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 1514) granting a pension to Mary C. Axline, widow of Jacob Axline, sometime first lieutenant of Hickman Mills Company, Missouri State Militia, have had the same under consideration.

The committee have carefully weighed all the testimony in this case and fail to find any sufficient ground for placing the widow on the pension-rolls, because there is no official evidence of the soldier's service, as set out in the claim, either in the War Department or the adjutant-general's office in Missouri. There is no attempt to prove by the officers or men of the Second Colorado Regiment Cavalry Volunteers, with whom he is claimed to have been serving, that he was killed while with, or serving with, them, or a part of them; and the whole case rests on the evidence of two men, who say they were with him and serving in the same militia organization. There is a notable lack of evidence to make out a sufficient case; and the committee feel constrained to report back said bill, and recommend that the same be laid on the table.

○

HENRY ZEIS.

MAY 26, 1876. Laid on the table and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, submitted the following

REPORT:

The Committee on Invalid Pensions, to whom was referred the petition of Henry Zeis, late captain Company B, Third Missouri Volunteers, and Company C, Eightieth Illinois Volunteers, have had the same under consideration, and ask leave to submit the following report:

The committee, after a careful examination of all the testimony, find that the weight of evidence is adverse to the petition; that it appears from the testimony, all considered together, that he was sound when he came out of the service, and that his disability was the result of intemperance and exposure after he left the service, and not the result of exposure, as alleged, in the service of the United States and in the line of duty. The committee therefore report back said petition, and recommend that the same be laid on the table.

○

SUSAN A. CHASE.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 904.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 904) and the petition of Susan A. Chase, some time the widow of James Chism, late captain Company H, Eighty-Seventh Regiment of Illinois Infantry Volunteers, have had the same under consideration, and ask leave to submit the following report :

The committee find that this is an application for arrears on the part of the petitioner, and would have fallen within the provisions of the bill now pending for a general law on that subject, but the committee have been informed that she has died since the filing of the bill in this case, leaving a son who may be entitled to a pension, as a son of the deceased captain, from the date of his mother's second marriage, on a proper application therefor by his guardian.

The committee, therefore, report back said bill and petition, and recommend that the same be laid on the table.

○

ANSON K. YOUNG.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 2237.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2237) granting a pension to Anson K. Young, sometime private in Company I, Forty-third Regiment Wisconsin Volunteers, have had the same under consideration, and ask leave to submit the following report :

The evidence now on file shows that the soldier enlisted August 21, 1864, and was then a healthy, sound man. This is proved by Dr. George E. Robertson, his family physician, as well as by the evidence of several non-professional witnesses. He was first taken sick at or near Johnsonville, Tenn., November 8, 1864, beginning with chills and fever, followed by chronic diarrhea and a complication of disorders which have finally resulted in paralysis of one side, totally disabling him. His sickness is shown connectedly by the several hospital records, by the evidence of his captain, George Jackson, and Surgeon George W. Eastman, from all of which it conclusively appears that the soldier was sound when he entered the service; that he contracted his diseases in the service and in the line of his duty. It is also conclusively shown by his physician and neighbors that from December, 1864, to May, 1865, he was at home on sick leave, and wholly unable to rejoin his regiment without endangering his life, and that he is now paralyzed on one side and wholly disabled from earning his living by manual labor.

The committee, believing that the evidence abundantly shows this to be a meritorious case, and that the evidence, fairly considered, ought long ago to have placed his name on the pension-rolls, report back said bill and recommend its passage.

ELIZA A. BLAZE.

MAY 25, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3575.]

The Committee on Invalid Pensions, to whom was referred the petition of Eliza A. Blaze, widow of Abner T. Blaze, late blacksmith and farrier and member of Shyker's Company C, Thirteenth Indiana Cavalry Volunteers, have had the same under consideration, and ask leave to submit the following report :

The committee find that there is no dispute as to the military service and death of the soldier, but there is some conflict in the testimony as to whether the soldier was away on furlough or on detail under the command of the sergeant of the company. But the proof is very clear that he was, on or about the 7th day of April, 1864, on the train from Indianapolis to Madison, Ind., and, on the way, fell from the cars and was killed. The evidence of Sergeant Joseph G. Marshall, of said company, shows that the soldier had a furlough, and that he procured it himself. He also swears that he had been ordered to make the trip on the train with a detail to arrest deserters, and that he had under his command for that purpose the deceased and another soldier of the same company; that, by his order, the men went out on the platforms at the several stations on the way in order to identify deserters, if any happened to be in or around the stations; and that, in the discharge of that duty, the soldier, by a jar, was precipitated between the cars and was killed.

All this is corroborated by the affidavit of Thomas Johnson, sergeant of the same company, who was on the train at the time, and who swears positively that deceased not only had a furlough to go to Madison on private business, but was, at the time of his death, on detail under Sergeant Marshall, and was then actually on the platform by command of the sergeant, Marshall, for the purpose as stated by Marshall; and the main facts are further corroborated by Captain McLain, as to deceased having a furlough, and other witnesses testify to the same facts; and, while there is an apparent conflict in the testimony of Sergeant Marshall, yet his veracity and general good character are supported by the testimony of four credible witnesses, his neighbors in Jefferson County, Ind., and his testimony is corroborated and supported by Sergeant Johnson, of said company. The committee find no sufficient reason for discrediting his testimony, especially as both statements may have been true: that the deceased not only had a furlough, but was, at the same

time, doing duty on the detail, as stated by several witnesses. But admitting that some of the statements may not be fully reconciled, yet the soldier was killed while in the service, and in the line of his duty; and if there be a doubt as to the latter point, his widow is justly entitled to the benefit of the doubt, as the testimony further shows that he was a sober, industrious man, and a good soldier.

The committee therefore report back said petition with the accompanying bill, and recommend its passage.

JAMES M. BAILEY.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 2519.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2519) for the relief of James M. Bailey, late private Company E, One hundred and seventh Regiment Illinois Infantry Volunteers, have had the same under consideration, and ask leave to submit the following report:

The committee find the evidence in this case conflicting, especially as to the manner in which the disability was occasioned. The soldier signs his name by mark, and may not have known just what was written for him to swear to, and had necessarily to depend upon the reading of it by the person swearing him; but if either of his statements is true, he is clearly entitled to be pensioned. He states that he was ordered on duty, and in taking his gun from the stack, another gun than his own, which had been left loaded, was discharged, wounding his hand, rendering it necessary to amputate one finger and disabling another. This statement is fully corroborated by J. M. Holmes, his orderly sergeant, who was present when it happened.

John Wright, surgeon of the regiment, swears that he amputated the middle finger and dressed the wound. Griffin M. Bruffett, first lieutenant at the time of the accident and subsequently captain, swears that he was in command at the time, and that it was done by drawing his gun from the stack of arms, thereby discharging a comrade's gun which had been negligently left in the stack loaded. All these witnesses agree as to the time, place, and cause of the disability. It is true, the lieutenant swears to a different statement, that the soldier, after coming in from picket-duty, was by order drawing the load from his gun preparatory to cleaning it for immediate use against the enemy. It is true, the petitioner and his lieutenant make this conflicting statement, but their other statement is corroborated by the orderly as well as the surgeon, and if either statement is true he ought to be pensioned. If the first statement was a mistake, surely it was right to correct it, and the second or corrected statement is corroborated by the orderly and surgeon, and all agree that the disability was incurred in the service and in the line of duty.

The committee therefore report back said bill and recommend its passage.

MARY F. MCKEEVER.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. BAGBY, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3576.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2720) granting an increase of pension to Mary F. McKeever, widow of Commodore Isaac McKeever, late of the United States Navy, have had the same under consideration, and ask leave to submit the following report:

The committee find from the evidence that there is no dispute as to the naval service and death of the commodore in the service and in the line of duty, nor is there any question as to the right of his widow to pension; in fact she was admitted to the rolls at the rate of \$50 per month, and was paid according to that rate for about fifteen years, when, by the construction given to the acts granting pensions, passed on and since July 14, 1862, she was reduced to \$30 per month. It will be admitted that she was properly admitted to pension at the rate of \$50 per month, and that she was reduced to \$30 per month in obedience to what was regarded as the intention of the Congress in passing section 4712 of the Revised Statutes. But it must be borne in mind that naval pensions are now paid from the naval pension-fund, which has accumulated from the energy and gallantry of our Navy, of which Commodore McKeever was a distinguished member, and, following the precedents set in similar cases, the committee believe the widow should be restored to her pension of \$50 per month.

They therefore report back said bill with a substitute, and recommend its passage.

CATHARINE BARNES.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. SINNICKSON, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3577.]

The Committee on Invalid Pensions, to whom was referred the petition of Catharine Barnes and the bill (H. R. 1103) accompanying the same, having considered the said petition and bill, make the following report:

The testimony shows that Joseph Barnes enlisted on the 9th day of September, 1861, as a private in Company D, Seventy-seventh Regiment of Pennsylvania Volunteers, and that he was honorably discharged May 2, 1865. The evidence shows that said Barnes was several times wounded during said service. The testimony of the adjutant of his regiment shows that in July, 1864, the said soldier was wounded, causing the loss of his left eye, and that subsequently, while in the line of his duty, he contracted disease of his bowels from exposure in active campaign duty; that said disease continued to increase, and finally rendered him unfit for duty and caused his discharge. The testimony of the examining surgeon, who examined said Barnes previous to his death, shows that at that time said soldier was suffering from loss of left eye, impairment of sight of right eye, and disease of prostate gland. The disease finally assumed the form of a cancerous tumor of the lower bowel and enlargement of the prostate gland, from which the soldier died. His marriage with said petitioner is duly established by the evidence. The testimony of Dr. Zeigler, his family physician, shows that he was a sound and healthy man at the time of his enlistment. The testimony of Drs. Carpenter and King traces his fatal disease directly to the disease contracted by him in the Army; in fact, shows that it was simply the development of the disease for which he was discharged.

The committee are of the opinion that the said Joseph Barnes died of disease contracted in the military service of the United States in the line of his duty, and that his said widow, Catharine Barnes, is entitled to a pension. They therefore report the accompanying bill as a substitute for said House bill No. 1103, and recommend its passage.

ELIZA McCONNEL.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. SINNICKSON, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 3573.]

The Committee on Invalid Pensions, to whom was referred the petition of Eliza McConnell, having considered the same, make the following report :

The record shows that William McConnell, on the 2d day of October, 1861, was enrolled in the United States service, as captain in Company E, Ninety-seventh Regiment Pennsylvania Volunteers, and that he was honorably discharged April 25, 1865, for disability. The affidavit of Dr. Eberhart, the surgeon of the said regiment, shows that said McConnell was attacked with jaundice while in said service, from which he never recovered, and with which he was affected at the time of his discharge; that he was free from any affection of the liver at the time of his enlistment. Other testimony shows that he was a sound and healthy man at the time of his enlistment. The testimony of General Pennypacker shows that he contracted disease from exposure to malaria in the southern swamps in the line of his duty. The affidavit of Dr. Hartman shows that in 1866 he was called upon to treat said McConnell professionally, and found him affected with chronic liver-complaint, which terminated in enlargement of that organ, followed by abdominal dropsy, from which he finally died. The marriage of said McConnell with the petitioner is duly established. The committee are satisfied from the evidence submitted that the said William McConnell died from the effects of a disease contracted in the United States military service, in the late war for the Union, and in the line of his duty. They therefore recommend the passage of the accompanying bill.

○

MARY E. DAY.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. SINNICKSON, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 2207.]

The Committee on Invalid Pensions, to whom were referred the petition of Mary E. Day, and the bill H. R. 2207, having considered said petition and bill, make the following report :

The petitioner claims a pension as the widow of James B. Day. It appears, from the papers in the case, that the said James B. Day was a soldier in the confederate army and was taken prisoner, and while a prisoner of war, in the summer of 1864, he enlisted in the United States service. It is claimed that while in said service he contracted scurvy, but the evidence on this point is unsatisfactory. He was discharged in 1865, and died in 1875. Apart from the fact of said Day having served in the confederate army and enlisting while a prisoner of war, it is not clearly established that he died from disease contracted in the United States service and in the line of his duty. The committee, therefore, report adversely to the granting of said petition and passage of said bill.

○

EUGENE O'SULLIVAN.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RICE, from the Committee on Invalid Pensions, submitted the following

REPORT :

[To accompany bill H. R. 3579.]

The Committee on Invalid Pensions, to whom was referred the petition of Eugene O'Sullivan, late sergeant Company K, Eighteenth Missouri Volunteers, praying for an increase of pension, after a careful examination of the case, make the following report :

Eugene O'Sullivan enlisted in Company K, Eighteenth Missouri Volunteer Infantry, January 6, 1862; was discharged February 27, 1865. On the 4th of October, 1863, his regiment then acting as mounted infantry, while on march from Chewalla, Tenn., to Corinth, Miss., with his command, the soldier was thrown from his horse and received a severe fracture of his right thigh. This permanently disabled him, and prevented him from performing further duty in the service. At the time of his discharge his right leg was useless, being about three inches shorter than the other, which compelled him to go on crutches. Subsequent to his discharge, and while in his crippled condition, he secured a position in the quartermaster's department, at Louisville, Ky., and on the 29th of May, 1865, the very day he commenced his duty, while engaged in distributing rations, being in a loaded wagon, the team took fright, in the temporary absence of the driver, and ran away. The wagon was upset, and the lame leg of soldier was badly broken and crushed below the knee by a barrel of pork falling upon it. Amputation became necessary in consequence, to save his life. But his leg had to be taken off at the middle third above the knee, at the place he had received his original injury while in the service. He is now receiving a pension of eight dollars per month for the original disability. Under all the circumstances, your committee feel that this is a case worthy of special legislation, and would report favorably, and recommend the passage of the accompanying bill, granting him a pension at the rate of eighteen dollars per month, (§18.)

RACHEL A. CULLISON.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RICE, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3580.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2623) granting a pension to Mrs. Rachel A. Cullison, after a careful consideration of the same, make the following report :

Rachel A. Cullison is the widow of Richard W. Cullison, late private Company D, Forty-fifth Regiment Ohio Volunteer Infantry. He enlisted August 19, 1862; was discharged June 12, 1865; and died March 10, 1868. Claim was rejected by the Pension Bureau because disease of which soldier died is not chargeable to the military service. The evidence is abundant and conclusive of the good health and robust constitution of the soldier before and at the time of his enlistment. His captain, Alfred K. Rany, testifies of his good health up to February, 1863, when he was taken with the diarrhœa, and in July, 1864, before he had recovered from the diarrhœa he received a sun-stroke, and was not able to do full duty afterward. Two comrades of the same company, William Colvin and Benjamin W. McKinnon, both confirm the testimony of Captain Rany, and, in addition, testify that soldier at the time of his discharge was much reduced, and was suffering with a cough and lung-trouble, which continued and increased till the time of his death. Numerous affidavits of neighbors show that soldier was in full health when he entered the service and on his return home after his discharge he was in ill health, much reduced, and suffering with a cough; and that he continued in ill health, growing worse till the time of his death. Dr. F. S. Patrick testifies that soldier's health was good before enlistment; that when he, on his return to the vicinity after an absence of four years, again met soldier, he was suffering from lung disease; that his health continued to fail till about two weeks before his death, when his symptoms became aggravated, causing his death. Dr. M. D. Wilson testifies that he was soldier's family physician for twelve years; that soldier for about a year before his death was afflicted with nervous prostration, general debility, and dyspepsia; that his death was caused by an acute attack of pneumonia in his debilitated condition.

From the facts thus adduced, the committee think it clearly established that the soldier's ill health was contracted in the service, that it continued from the time of his discharge till the day of his death, and that the disease from which he died is traceable to the service. They would therefore report favorably, and recommend the passage of the accompanying bill as a substitute for House bill 2623.

JOSEPH ODELL.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RICE, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 838.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 838) granting a pension to Joseph Odell, late a private in Company I, Sixty-fifth Regiment Indiana Volunteers, after a careful examination of the case, beg leave to report :

That Joseph Odell enlisted in Company I, Sixty-fifth Indiana Volunteers, August 1, 1863, as a veteran volunteer, he having previously served in Company F, Fourteenth Indiana Volunteers. He was discharged May 24, 1865.

Applicant alleges disability from injuries received while acting as mounted infantry in September, 1863, by fall of horse, in breast, left shoulder, side, and hip. Claim was rejected because medical examination failed to show that disability arose from cause alleged.

The testimony of Samuel H. Mulholland, who was first sergeant of claimant's company at the time injury was received and who was afterward captain of same company, and also the testimony of Dr. J. Scudder, who was at that time assistant surgeon of claimant's regiment, entirely corroborate the statement in claimant's application for pension. Further, the certificate of the examining surgeon at the Soldiers' Home at Dayton, Ohio, in July, 1874, shows that claimant was suffering from loss of hearing of left ear, dullness over upper and middle lobes of left lung, loss of power of left arm and leg, and considerable emaciation, which last they attribute to chills of long standing. Still, the medical referee does not think that any of his disabilities are traceable to the service.

Since this decision of the referee, claimant has been further examined by Dr. McDermot, surgeon of the National Home for Disabled Soldiers, at Dayton, Ohio, who certifies that claimant is suffering from hernia, deafness in both ears, loss of power amounting to partial paralysis of left shoulder and hip, a large swelling between the scapula and spine; and all, he thinks, traceable to the injury claimant sustained by the fall of the horse in September, 1863. He also suffers from a chronic bronchial cough and has much lameness in left leg. In short, he seems to be very badly used up; was a hearty man before entering the service; is now 58 years old and a perfect wreck; is now and has been for two years an inmate of the Soldiers' Home at Dayton, Ohio.

The committee think his case a hard one, and feel that it can hardly err in making a favorable report and recommending the passage of the bill.

JOHN HAMILTON.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. RICE, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

The Committee on Invalid Pensions, to whom was referred the petition and papers in the case of John Hamilton, praying for a pension, after a careful examination, would report :

That John Hamilton was a sergeant in the Eighth Missouri Volunteer Infantry; that he served faithfully for three years, from June, 1861, to June, 1864, when he was discharged by reason of expiration of service. Subsequently he was employed in the Quartermaster's Department as a watchman; and that, on the 19th of December, 1864, while *en route* with a quartermaster's train from Nashville, Tenn., to Cairo, Ill., the train was thrown off the track, and by this accident his right arm was so fractured that amputation was subsequently made to save his life. This man was a good soldier, and is deserving of great sympathy, but his disability having occurred months after his discharge from the military service, and while a civil employé in the Quartermaster's Department, the committee having uniformly declined to grant pensions in such cases, it cannot consistently do so in this case, and would report adversely, and ask that the petition be laid on the table.



THOMAS B. POWERS.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. RICE, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 1691.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 1691) granting a pension to Thomas B. Powers, late second lieutenant Company D, One hundred and ninety-ninth Pennsylvania Volunteer Infantry, after a careful examination of the case, make the following report:

That Thomas B. Powers was a sergeant and second lieutenant in the One hundred and ninety-ninth Pennsylvania Volunteers, from September 17, 1864, to June 8, 1865. He claims a pension for disability contracted during the fall and winter of 1864 and 1865. From the testimony adduced, the committee cannot make a report adverse to the finding of the Commissioner of Pensions, and would, therefore, report unfavorable, and ask that the bill (H. R. 1691) be laid on the table.

○

JOHN THOMPSON.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. RICE, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 832.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 832) granting a pension to John Thompson, late private Company K, Thirty-third New York Volunteers, after a careful examination of the same, make the following report :

That John Thompson enlisted in Company K, Thirty-third New York Volunteers, on the 1st of May, 1861, and was discharged September 5, 1862, on account of disability and old age.

Claimant alleges disability by reason of chronic diarrhea and disease of the heart, the result of diarrhea.

Recent medical examination failed to disclose any disability from causes alleged. Claimant went into the service at an advanced age, which seems to be the chief reason why he could not endure the hardships of a soldier's life. He is now an inmate of the National Soldiers' Home, near Dayton, Ohio.

Without further evidence of claimant's disability traceable to the service, the committee cannot reverse the decision of the Commissioner of Pensions, and would ask that the bill (H. R. 832) be reported back to the House and be laid on the table.

○

GEORGE FRITZ.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. RICE, from the Committee on Invalid Pensions, submitted the following

REPORT:

The Committee on Invalid Pensions, to whom was referred the petition of George Fritz, late private Company H, First United States Dragoons, praying for a pension, after a careful examination of the same, respectfully report:

That George Fritz enlisted in Company H, First United States Dragoons, about the 1st of December, 1846, and was discharged December 1, 1851. He claims that he was injured on the 25th day of February, 1847, less than three months after his enlistment, while on drill at Fort Gibson, Arkansas, by the falling of his horse when jumping a ditch, and in the struggle was kicked on both legs, from which he is now (nearly thirty years after) disabled by ulcers. He served nearly five years after the injury, and was discharged, with no mention of disability. During the late war he was a second lieutenant in the Fourth Ohio Cavalry for seven months, and was discharged on his resignation. He claims that his ignorance of the English language prevented an earlier application.

He can give no proof of his allegations, the parties having any knowledge of them all being out of his reach, and there is no record-evidence of the same.

Under the circumstances, and without further proof, the committee cannot be justified in coming to a conclusion adverse to the Commissioner of Pensions, and would, therefore, report adversely and ask that the petition be laid on the table.

○

J. M. WHITTY AND OTHERS.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. RICE, from the Committee on Invalid Pensions, submitted the following

REPORT:

The Committee on Invalid Pensions, to whom was referred the petition of Jasper M. Whitty, late Captain Company C, Sixty-ninth Regiment New York Volunteers, John E. Ayres, late Company E, Eighth New York Cavalry, and John Brady, late Company C, Seventy-first Pennsylvania Volunteer Infantry, praying for a restoration of pensions of which they were deprived by act of March 4, 1865, because of their being in the civil service, beg leave to report :

That the relief they seek has already been provided for by a general bill reported to the House, from the Committee on Invalid Pensions, during the present session of Congress. The committee, therefore, ask to be relieved from the further consideration of the petition, and to report it back to the House and ask that it lie on the table.

○

MINERVA WILLIAMS.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. RAINEY, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3581.]

The Committee on Invalid Pensions, to whom was referred the petition and accompanying papers in the case of Minerva Williams, widow of Jesse Williams, late a private in Company H, Third Tennessee Regiment Mounted Volunteers, praying that her name and those of her minor children be placed on the pension-roll, having had the same under consideration, submit the following report :

Jesse Williams enlisted September 23, 1864, and was killed by guerrillas, in December of the same year, under the following circumstances:

On or about the 1st of December he obtained leave from his regiment for the purpose of meeting and aiding his family, then on their way from North Carolina to the Union line in East Tennessee. When at a distance of eighteen or twenty miles from his command, at a place known as Tolosaford, on the Tennessee River, he was surrounded by guerrillas and shot to death in the presence of his wife (the petitioner) and their five small children.

The testimony adduced abundantly shows that he belonged to that loyal band of East Tennesseans who rendered such signal and valuable service in the late war, and who suffered so much for the cause of the Union.

There is no doubt whatever of the legal marriage of the petitioner to the deceased, as proof shows that they were so married in 1851. The five children named in the bill are the issue of said marriage.

The committee, being satisfied both as to the equity and legality of this case, recommend the passage of the accompanying bill.

JAMES B. GILLESPIE.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. GOLDSMITH W. HEWITT, from the Committee on Invalid Pensions,
submitted the following

REPORT:

[To accompany bill H. R. 3406.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 3406) granting a pension to James B. Gillespie, have had the same under consideration, and submit the following report:

The applicant was captain of Company I, One hundred and twentieth Illinois Volunteers, in the late war. He alleges disability by reason of rheumatism contracted while a prisoner of war. The claim was rejected by the Commissioner of Pensions solely because the application was not prosecuted to a final determination within five years from the date of filing claim, there being no record evidence of the alleged disability.

The evidence is clear that this soldier was captured while in the line of duty, and contracted rheumatism from exposure incident to a prison life, which has finally become chronic. The committee are satisfied that he is entitled to a pension. They therefore report said bill back to the House and recommend that the same do pass.

○

CHARLES L. RUGG.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. GOLDSMITH W. HEWITT, from the Committee on Invalid Pensions, submitted the following

R E P O R T :

[To accompany bill H. R. 3582.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 2362 granting pension to Charles L. Rugg, have had the same under consideration, and submit the following report :

The evidence shows that the said Rugg was mustered into the service of the United States as first lieutenant Company D, Sixth Indiana Cavalry, March 16, 1864, and was honorably discharged September 15, 1865. It further appears from the evidence that he was captured some time in August, 1864, in Georgia, and was imprisoned in Columbia, S. C., and was paroled in April, 1865. He alleges that while a prisoner as aforesaid, from exposure, he contracted nervous fever, which finally resulted in spinal paralysis, which has rendered him totally unfit for manual labor. The evidence submitted, if it is to be believed, and the committee see no reason why it should not be believed, clearly establishes the facts as alleged by the said Rugg. He has been examined on three different occasions by the medical board of examiners at Cincinnati, Ohio, and upon each examination the board expresses the opinion that his disability did originate in the service, and that disability is total and permanent.

The committee, therefore, are of opinion that said Rugg is entitled to a pension, and they report a substitute for said House bill 2362, and recommend that said substitute do pass.

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FRED. W. SMITH.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

MR. GOLDSMITH W. HEWITT, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3583.]

The Committee on Invalid Pensions, to whom was referred the bill (H. R. 301) granting a pension to Fred. W. Smith, have had the same under consideration and submit the following report:

There is but one question involved in this case, which, if answered in the affirmative, will entitle the soldier to his pension.

Is a soldier entitled who absents himself temporarily for a few hours, by permission of his company's commanding officer, for the purpose of foraging for provisions for himself and comrades, and who is captured by the enemy, without fault or neglect upon his part, and who is imprisoned, and while so imprisoned contracts disease from exposure incident to such imprisonment, which renders him totally incapable of performing manual labor, and which is permanent and incurable?

The committee are of opinion that this question should be answered in the affirmative.

They, therefore, report a substitute for said House bill and recommend that said substitute do pass.

○

WILLIAM ABENDROTH.

MAY 25, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. GOLDSMITH W. HEWITT, from the Committee on Invalid Pensions, submitted the following

REPORT:

[To accompany bill H. R. 3584.]

The Committee on Invalid Pensions, to whom was referred the petition of William Abendroth, praying for a pension, have had the same under consideration, and submit the following report :

The petitioner applied for pension under the general law, upon the alleged ground that his son, Lewis A. Abendroth, entered the service of the United States when a minor, and from the effects of a gun-shot wound received in the service, and in the line of duty, died in hospital at Davis Island July 15, 1864; and that at the time his son entered the service, and at the time he was wounded and died, as aforesaid, he, petitioner, was dependent upon his said son for support.

The application was rejected solely upon the alleged ground that it did not appear that said applicant was dependent upon his son for support, as alleged by him.

The committee are satisfied that the testimony shows that said petitioner was dependent, as alleged by him. They, therefore, report the accompanying bill, and recommend that the same do pass.

○

SUSAN W. MARSHALL.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. GOLDSMITH W. HEWITT, from the Committee on Invalid Pensions,
submitted the following

REPORT:

The Committee on Invalid Pensions, to whom was referred the petition of Mrs. Susan W. Marshall, widow of William J. Marshall, deceased, asking a pension, have had the same under consideration, and submit the following report:

The evidence shows that petitioner's late husband, when lost, as alleged in her said petition, was not in the military or naval service of the United States, nor even in the civil service of the Government. The committee, therefore, report unfavorably to the granting of the prayer of said petition, and report the same back to the House, and ask to be discharged from any further investigation of the same.



NICHOLAS WHITEHALL.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. JOHN H. BAGLEY, from the Committee on Patents, submitted the following

REPORT:

[To accompany bill H. R. 3181.]

The Committee on Patents, to whom was referred the petition of Nicholas Whitehall for leave to apply to the Commissioner of Patents for extension of letters-patent granted to him, submit the following report:

The patent which the applicant seeks to have extended, was issued on the 27th day of October, 1857, and is described as being an improvement of a double cultivator, the middle of which is elevated to pass over the corn, with a compound evener suspended upon three points, and so arranged as to bring the draught square against the shoulders of the horses, causing the plows to run as lightly and evenly as a single plow.

The committee find from the evidence that the said Nicholas Whitehall was, at the time of the granting of his patent, a poor man, and that he has remained so ever since; that he lived on a small farm in the country, and had built thereon a small wagon and work shop; that he divided his time between his shop and cultivating his farm, by which to procure subsistence for a large family; that at said shop he made about one hundred of said improved cultivators during the time his patent run, and sold a few county and one shop right to manufacture said machines, from all of which he has not derived, by over a thousand dollars, the amount which he has expended in developing his invention and introducing it into use.

The said Whitehall made application in time for an extension, but, on account of his inability to meet the expenses, was not able to be personally present at Washington.

The evidence produced before the Commissioner, upon application for an extension, was based upon the work which this class of implements performed and the saving effected by the invention of the straddle-row cultivator, instead of being confined to the invention claimed in the patent, namely, "providing a double cultivator, the middle of which is elevated to pass over the corn, with a compound evener suspended upon three points, and arranged as described, for the purpose set forth." The rules of practice in the Patent-Office require testimony to "distinguish carefully between the specific devices covered by the claims of the patent and the general machine in which these devices may be incorporated." By reason of not having complied with this rule, and for want of a complete statement of receipts and expenditures on account of the patent, the extension was refused. The evidence before the

committee shows that Mr. Whitehall was misinformed as to the nature of proof as to the value of his invention required by the rules of the Patent-Office, and by mistake based the estimate of value not upon the specific devices covered by the claims of his patent, but upon the value of the general machine in which those devices were incorporated, and that said Commissioner of Patents decided against said extension on the grounds above named, and none others; and that he did not learn of the rule of the Patent-Office until by law it was too late to apply for a rehearing in said case. His only course was to apply for relief to Congress; and having applied by bill in the last session of the House, he could get no hearing, on account of the shortness of the session, and the amount of prior business before the Committee on Patents. The evidence also shows that the said Whitehall was the first and original inventor of the improvement, and for which letters-patent were granted to him in 1857; that the same is a valuable invention; that said patentee had used diligence in endeavoring to procure the introduction of said invention; that said Whitehall is now the absolute owner of said invention; and that he made no assignment of the same, except the one-half to his brother; that he was compelled to make this assignment in order to procure means to make his application to Congress for the extension of his patent, not having the means of his own to do so, but that his brother has in no way derived any benefit out of said invention.

The committee think that said Whitehall was deprived of a full and fair hearing on his said application for extension; that his improvement is a useful and valuable one, saving much of the expense of cultivating corn and other growing crops; and that he had not derived a reasonable remuneration for the benefits which his invention has conferred on the public.

The Committee on Patents in the last Congress made a favorable report, substantially agreeing with this, but for lack of opportunity it was not presented to the House for its action.

Upon this statement of facts the committee are of opinion that the petitioner ought to be allowed another hearing before the Commissioner of Patents for an extension of his patent granted October 27, 1857, and for that purpose recommend the passage of the accompanying bill.

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S. A. KNOX.

MAY 26, 1876.—Laid on the table and ordered to be printed.

MR. JOHN H. BAGLEY, from the Committee on Patents, submitted the following

R E P O R T :

The Committee on Patents, to whom was referred the petition of Samuel A. Knox, report as follows :

That said Knox, in October, 1856, obtained a patent for improvement in plows, which was a valuable invention. That at the time of the invention he was in the employ of other parties, who claimed the right, as such employers, to the use of the invention, and the inventor supposed such right to exist.

Acting under this impression, he sold the patent to his employers, together with a hoe patent, for \$3,500; other parties, prior to such sale, offered Knox \$20,000 for his patent when granted. He, believing himself bound in honor to his employers, refused the offer. He applied in due time to the Commissioner of Patents for an extension. The Commissioner refused the extension, and in the decision says, "I am constrained to say that by the applicant's own statement he threw his invention away, and that if he has not received ample remuneration for it he has no one to blame but himself."

The committee are of the opinion that \$3,500 is not a proper reward for the time and ingenuity spent in the invention of so valuable an improvement, but as it is shown that the parties to whom he sold the patent made and sold a great many of the plows, the demand for them being very large, the conclusion is irresistible that the public have paid liberally for the invention. It is this point that your committee seek to ascertain, because if the remuneration to the inventor was the only thing to be considered, the inventor might, by his neglect, carelessness, or folly, or by collusion with other parties, cause the public to pay much more than the invention should receive. The committee, therefore, report adversely, and recommend that the petition do lie on the table.

W. P. BURWELL.

MAY 26, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. WILLIAM M. ROBBINS, from the Committee of Claims, submitted the following

REPORT:

[To accompany bill H. R. 3588.]

The Committee of Claims, to whom was referred the petition of W. P. Burwell, have considered the same, and make the following report :

The petitioner makes claim for the value of fourteen half-boxes of tobacco, weighing in the aggregate nine hundred and eighty (980) pounds, which were withheld from his possession and afterward destroyed by the authorities of the United States, under the following circumstances :

Said tobacco was manufactured in Virginia prior to the establishment of internal-revenue collection-districts there, and, under circulars of the Secretary of the Treasury issued June 21 and September 14, 1865, was free from internal-revenue tax unless sold beyond the bounds of the States lately in rebellion, and to fifteen cents per pound tax if so sold. These half-boxes were accordingly branded by the assessor of internal revenue as follows: "15 if sold beyond the States lately in rebellion."

The claimant shipped this tobacco to Nova Scotia, but, being informed that it was not suited to the market there, he re-imported it into Virginia by the port of Richmond, the claimant, as he avers, being previously informed by the collector of customs there that it would not be liable to any duty. However this may have been, upon its arrival at Richmond the collector of customs demanded of the claimant a bond for the duty before allowing the said tobacco to be entered. This was on the 17th of April, 1867. The claimant was unwilling to pay the duty or give the bond, and the tobacco was stored in a warehouse in Richmond, and reported as unclaimed goods.

A correspondence ensued, lasting for a number of years, between the claimant and the officers of the Treasury Department, but he was not able to procure the release of said tobacco without paying the duty. The Secretary of the Treasury directed that the duty should be exacted, and no reversal of this decision could be obtained.

Meanwhile, in 1870, a freshet in the James River submerged this tobacco and damaged it very greatly. Subsequently it was ordered to be sold to pay charges; but the sale was postponed and finally abandoned, because the tobacco was so damaged by the flood as to be worth too little to defray even the costs of a sale. It was then ordered to be destroyed, which was done on the 30th of December, 1873, the claimant protesting against it. These are the material facts of this case, and there appears to be no controversy as to them, their correctness being assumed in all the correspondence.

The claimant was deprived of his property by the United States. The reason for it was his refusal to pay the duty. If this tobacco was liable to the duty, the claim of petitioner is not well founded; but if the tobacco was entitled to come in free of duty, his claim seems just. The case hinges upon this point.

If the claim be sustained, a question may arise as to whether he is entitled to the full value of the tobacco, or only to the amount of charges and expenses which he would have been obliged to incur in order to have the tobacco released and its destruction thus prevented. But it does not seem fair that the Government which imposed unlawful exactions, if that be so, should plead a non-compliance with these exactions to reduce the claim of damages caused by itself.

Upon the main legal point, it may be remarked that goods produced in the United States and exported therefrom can be re-imported without duty in all cases except where they are liable to internal-revenue tax, when a *duty*, equal to the *tax* imposed by the laws upon the article in question, must be paid. (See section 2500 Revised Statutes; also page 486, Free List.)

In this case the law imposed an internal-revenue tax upon manufactured tobacco *in general*, in April, 1867, of forty cents per pound; but tobacco of this *particular date of manufacture* was subject to no internal-revenue tax in the lately seceded States, and it was to a port of one of these States this tobacco was brought on its re-importation. It was not there liable to any internal-revenue tax. The law imposed a duty equal only to the tax, the apparent purpose of the law being to place the re-imported article in precisely the same position as to taxation which it held originally before exportation, securing to it precisely the same advantages, no more, no less, of competition in the markets which it possessed before as one of the products of this country; in brief, to place each and every commodity back *in statu quo* it stood before its first shipment, just as if it had made no voyage at all.

Upon these views of the law, the committee are of opinion that as this lot of tobacco was not liable to revenue-tax at Richmond in April, 1867, it was improper to require payment of the duty and withhold possession from the claimant for that reason; and the tobacco having proved a total loss to the claimant by this action of the authorities of the United States, the claim of the petitioner ought to be allowed.

The claimant rated his tobacco as worth fifty-five cents per pound, as appears by one of the papers on file. There is other evidence, in the form of certificate of the manufacturer, that it was worth considerably more than that. But rating it at the lower figure of the claimant, the 980 pounds would amount to \$539. Interest is also demanded; but it is unusual for the Government to pay interest, and the same is disallowed.

The committee report the accompanying bill and recommend its adoption.

ORLOFF JOHNSON.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. WILLIAM. W. ROBBINS, from the Committee of Claims, submitted the following

R E P O R T :

[To accompany bill H. R. 114.]

The Committee of Claims, to whom was referred the bill for the relief of Orloff Johnson, have considered the same, and make the following report:

This is a claim for \$10,000 for injury inflicted upon the claimant in the loss of his eyes by a premature explosion while engaged as a laborer in blasting rock on a Government work, designated as the "Des Moines improvement," on the Mississippi River.

The evidence shows said work was let to Ephraim Owen, as Government contractor, who sublet that portion of it whereon the accident occurred to G. W. Boise & Co., of which firm one Nash was a member, and served as boss over the laborers employed by them, through whose carelessness, it is alleged, the accident occurred, but who was himself killed by the premature explosion.

Claimant sued Ephraim Owen for this injury in the circuit court of Lee County, Iowa, and the jury awarded him, by their verdict, \$2,000, and judgment for this sum was given accordingly. From this judgment said Owen appealed to the supreme court of that State.

It nowhere appears in the papers on file in the case what was the decision of the said supreme court; but it is understood that a *venire de novo* was granted; and on the new trial, the plaintiff (now claimant) failed to recover against said Owen, defendant and Government contractor, and hence this appeal to Congress.

The claimant is an ignorant Swede, and the case is one of great hardship and pitiable misfortune; but the committee are unable to perceive any reasonable or legal ground upon which such a claim can be allowed against the United States when the claimant has failed, even in the courts of his own State, to establish the same against the contractor under the Government of the United States.

The committee, therefore, report said bill back to the House with the recommendation that it lie upon upon the table, and that they be discharged from the further consideration of this claim.

JOHN A. PARKER.

MAY 26, 1876.—Laid on the table and ordered to be printed.

Mr. WILLIAM M. ROBBINS, from the Committee of Claims, submitted the following

REPORT:

The Committee of Claims, to whom was referred the petition of John A. Parker, have considered the same, and make the following report:

That the claimant was, for some time before the year 1862, consul of the United States at Honolulu, in the Sandwich Islands, and entitled, under the law, to a salary of four thousand dollars per annum, from the date of his departure on that service to the date of his return to his "place of residence." His place of residence was in Dinwiddie County, Virginia.

Having resigned his consulship, he arrived in Washington, on his way home, on or about the 1st day of April, 1862, and having received payment of salary up to that date, he received a passport from the Secretary of State, Mr. Seward, to proceed to his home.

After a few days of necessary delay, he attempted to proceed home accordingly, but was not allowed to pass the lines of the United States Army, nor even to leave the city of Washington; and upon applying to the Secretary of War, to whom, in the first days of April, 1862, had been transferred the power of giving passports to Virginia, he was, on the 14th of April, 1862, refused a passport to his home, upon the ground that the interests of the public service would not permit such passport to be granted to any person.

Repeated applications received a like response; and in this manner, and for this reason, he was detained in Washington one hundred and forty-four (144) days.

No charge of disloyalty was ever made against him, and after his arrival at home, and at the close of the war, he is shown to have been active in advocating submission to, and acquiescence in, the measures of the Federal Government, for the restoration of its authority over the seceded States.

He makes claim for that portion of his salary due for the one hundred and forty-four days of his detention by the authorities of the United States, from going to his "place of residence," the amount of the claim being fifteen hundred and seventy-seven dollars and thirty-five cents, (\$1,577.35.)

The committee regard the detention of the claimant as a misfortune incident to those troubled times, and can see no better reason for giving compensation to him for it than for making good the losses incurred by so many other citizens from similar causes.

The committee report the petition back to the House adversely, and ask to be discharged from its further consideration.

2 CONVENTION BETWEEN THE UNITED STATES AND MEXICO.

pose, may be used in payment of salaries of the agent, secretary, clerks, translators, and messengers at the rates now respectively allowed to them, for a period not to exceed six months from the 1st day of July, 1876, and the unexpended balance for contingent expenses may be used for the contingent expenses of such Commission for a like period. And that the amount which may remain unexpended on the 30th day of June, 1876, of the appropriation of the salary of the umpire, or so much thereof as may be necessary for the purpose, may be expended under the direction of the Secretary of State, in acknowledgment of the services of the umpire."

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TITLE TO CERTAIN LAND IN CHICAGO, ILL.

JUNE 1, 1876.—Recommitted to the Committee on Public Buildings and Grounds and ordered to be printed.

Mr. HARRISON, from the Committee on Public Buildings and Grounds, submitted the following

REPORT:

[To accompany bill H. R. 3631.]

The Committee on Public Buildings and Grounds, having had under consideration the bill (H. R. 2850) to confirm to the city of Chicago the title to certain public grounds, respectfully report:

That the lands in and about Chicago, Ill., were first surveyed in 1821. In 1824 the President of the United States ordered that so much thereof as was occupied by Fort Dearborn should be reserved for military purposes. In 1839, this fort having been dismantled, the Secretary of War, under the authority of an act of Congress of 1819, caused the reservation to be subdivided into streets, lots, and blocks, and sold. Such subdivision was platted and recorded under the name and style of "Fort Dearborn addition to Chicago." On this plat a small piece of ground was dedicated as public grounds. (See report of Commissioner Land-Office hereto attached.) Though in fact but one piece, your committee will, for convenience, describe it as two. The first was the half of a block being 400 feet long by 250 feet wide. The other piece, adjoining the first and extending along another block, was about 800 feet long by 100 and odd feet wide. This long strip was in fact but little more than enough for the extension of Michigan avenue, one of the streets of said addition, and lay along the lake-shore.

The city afterward improved this street through the public grounds with a uniform width of 90 feet, leaving the shelving bank or shore of the lake on the east side of the street.

In 1852, under an ordinance of the city, the Illinois Central Railroad laid its track on piles driven into the bed of the lake parallel with Michigan avenue and distant therefrom 310 feet. Between the street and this track was thus left the narrow strip of land mentioned and a protected sheet of water, which the city has since filled up, principally from the *debris* of the great fire of 1871.

Until lately, it has been generally supposed that the city of Chicago had entire control of these public grounds. But in a recent decision of the United States circuit court, rendered by Justice Drummond, (2d Bissell, page 174,) it was held that the subdivision, platting, and recording of Fort Dearborn addition to Chicago, not having been in strict conformity with the law of Illinois, made a common-law and not a statutory dedication of the public grounds therein; and that in consequence thereof, the user alone of such grounds had passed, and that

the fee of the same still remained in the United States, but that no beneficial interest remained in the United States.

The law of Illinois requires that a subdivision should be made by metes and bounds; that corner-stones and stakes should be set; that the width of all streets and alleys, and the size of all lots and blocks should be noted on the plat, and that the surveyor's certificate to the same should be in a prescribed form. That all these requirements being strictly conformed to, the fee of streets, alleys, and public grounds in subdivision passes to the city or town wherein such subdivision lies.

These requirements having been neglected by the agent of the Secretary of War, the dedication of these public grounds in Fort Dearborn addition did not pass the fee, and the city of Chicago cannot therefore exercise the control over them which is necessary for the good of her people. This bill was introduced to cure this defect, and to convey to said city the reversionary interest if any belonging to these grounds.

Your committee believe the relief proper, but have prepared the substitute for the original bill herewith submitted and recommend its passage.

CARTER H. HARRISON.

I approve of the within report.

W. B. WILLIAMS.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND-OFFICE,
Washington, D. C., February 1, 1876.

SIR: Your letter of the 24th ultimo has been received, requesting me to furnish what information you (I) can, as to the history and present status of that part of section 10, township 39, range 14 east third principal meridian, Illinois, known as Fort Dearborn addition, in the city of Chicago, Ill., which, on the plats of the same, are marked "Public Grounds," located between Madison street on the south, and Randolph street on the north, and east of blocks 12 and 15 of said addition. And also, so much of fractional section 15, township 39 north, range 14 east, as lies east of Michigan avenue.

In reply, I have to state that the following is the history and present status of the above-described land, as shown by the records and files of this Office.

In the year 1821, the fractional sections 10, containing 165.36 acres, and 15, containing 159.45 acres, township 39 north, range 14 east of the third principal meridian, Illinois, were officially surveyed, and the plat thereof approved, a diagram of which, marked No. 1, is herewith transmitted. On the 30th September, 1824, the Secretary of War requested the Commissioner of the General Land-Office to reserve, for military purposes, the land occupied by Fort Dearborn. On the 1st October following, this Office acknowledged the receipt of the Secretary's letter, as follows:

"OCTOBER 1.
"SIR: In compliance with your request, I have directed that the fractional section 10, township 39 north, range 14 east, containing 57.50 acres, and within which Fort Dearborn is situated, should be reserved from sale, for military purposes.

"I am,

"GEO. GRAHAM.

"Hon. J. C. CALHOUN."

On the 6th June, 1837, the above reservation was surveyed into streets, blocks, and lots, by Asa F. Bradley, city and county surveyor, under the directions of Mathew Birchard, agent and attorney for the Secretary of War, as appears from a certificate on the plat of said survey, on file in this Office (a diagram of which is herewith transmitted,) as follows:

"STATE OF ILLINOIS, Cook County, ss:

"Be it remembered that, on this seventh day of June, in the year of our Lord one thousand eight hundred and thirty-nine, before me, Henry Brown, a justice of the peace in and for said county, came Mathew Birchard, solicitor of the General Land-Office and agent of the War Department of the United States, to me personally known, and exhibited a power of attorney from the Secretary of the Department of War of the United States, executed officially by said Secretary, under the seal of said Department, by direction of the President of the United States, authorizing him, the said

Mathew Birchard, to cause to be surveyed, platted, duly acknowledged, and recorded as an addition to the town of Chicago, Illinois, the southwest fractional quarter of section ten, heretofore reserved for military purposes, and the site of Fort Dearborn, and the same to sell, &c., and acknowledged the foregoing map and plat of Fort Dearborn addition to the town of Chicago, and that the United States of America are the sole proprietors and the owner of the same.

"HENRY BROWN,
"Justice of the Peace."

The whole of fractional section 15, township 39 north, range 14 east, third principal meridian, Illinois, was selected for the Illinois and Michigan Canal, under the act of March 2, 1827, and the selection was approved by Andrew Jackson, President of the United States, May 21, 1830.

On the 4th of February, 1837, the surveyor-general transmitted, with a letter of that date, a plat of the survey of a sand-bar adjoining said fractional sections 10 and 15, designating the same as an addition to said fractional sections. (See diagram herewith, marked "No. 3.")

This additional survey was referred to by the Commissioner of the General Land-Office in a letter to the surveyor-general, of which the following is a copy :

"MAY 4, 1837.

"SIR: I have to acknowledge the receipt of your communication of the 10th ultimo, transmitting a copy of your predecessor's instructions to Mr. Edward B. Talcot, relative to a resurvey of portions of sections 10 and 15, township 39 north, range 14 east, of the third principal meridian.

"You are hereby directed to withhold your approval of said resurvey by Mr. Talcot until further advised by this Office.

"In the mean time you will examine and settle his accounts for the same, when presented, and preserve the original field-notes, plats, &c., of survey, on file in your office.

"You are advised that this letter is not to be construed as authorizing the surveyor-general to direct similar surveys, without instructions, from this Office.

"I am, &c.,

"JAS. WHITCOMBE,
"Commissioner.

"DANIEL DUNKLIN, Esq.,

"Surveyor-General, Saint Louis, Mo."

The following copy of a letter from this Office, addressed to the honorable B. C. Cook, House of Representatives, dated June 12, 1868, will more fully exhibit the action of this Office in the matter of the survey of said sand-bar, or so-called addition to said fractional sections 10 and 15:

"DEPARTMENT OF THE INTERIOR, GENERAL LAND-OFFICE,

"June 12, 1868.

"SIR: I have the honor to return the inclosed communication in regard to certain accretions in Lake Michigan, south of the Chicago River, in front of fractional sections 10 and 15, township 39 north, range 14 east, third principal meridian, Illinois, filed here by you on the 10th instant.

"In reply, I have to state that the township was surveyed in 1822. It appears that, upon the application of G. E. Walker, dated February 9, 1836, instructions were issued to Edward B. Talcot, on the 13th day of February, 1836, by the surveyor-general, for the survey of an island in Lake Michigan, or the premises which were described by the applicant as a 'sand-bar or island.'

"The survey was executed in February, 1836, and the plat of said survey was furnished this Office by the surveyor-general under date February 4, 1837, showing the premises to be a sand-bar, adjoining fractional sections 10 and 15, and containing, in the aggregate, 37.78 acres.

"The addition to fractional section 10 containing 26.17 acres, whereon Fort Dearborn garrison-buildings are represented, and Mr. Walker's house, and the addition to section 15 containing 11.61 acres, showing Kinzie's house located thereon.

"The survey of the accumulated sand in front of the said fractional sections 10 and 15 being addition to the lands originally surveyed in 1822, and, consequently, inuring to the Fort Dearborn reservation in section 10, and the State of Illinois under canal-grant in section 15.

"The survey being of the character not warranted by the surveying laws, was disapproved by letter from this Office to the surveyor-general of May 5, 1837.

"The tracts in question were entered by Mark Noble, sr., and Mark Noble, jr., respectively, May 31, 1836, which entries were canceled and the money ordered to be refunded, in accordance with instructions from this Office to the local land-officers,

TITLE TO CERTAIN LAND IN CHICAGO, ILL.

dated April 4, 1838, for the reason that the survey had been made without authority, and disapproved by this Office, forming no part of the official surveys of record in this Office.

"The foregoing statement embraces all the information found of record in this Office.

"I have the honor to be, very respectfully, your obedient servant,

JOS. S. WILSON,

Commissioner.

"Hon. B. C. COOK,

House of Representatives."

The foregoing are the material facts in the history of the said land, as shown by the files and records of this Office.

I am, sir, very respectfully, your obedient servant,

L. K. LIPPINCOTT,

Acting Commissioner.

Hon. C. H. HARRISON,

House of Representatives, Washington, D. C.

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MILITARY WAGON ROAD.

JUNE 1, 1876.—Committed to a Committee of the Whole House on the State of the Union and ordered to be printed.

Mr. JOHN REILLY, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 180.]

The Committee on Military Affairs, to whom was referred the above-named bill, would respectfully report as follows :

The route proposed for the road was discovered by Capt. W. A. Jones in 1873, in making surveys in Wyoming Territory. The road will pass the military posts of Camp Stambaugh and Camp Brown, and the Shoshone Indian agency to Fort Ellis, beyond which is Fort Shea, Camp Baker, and the Blackfeet and Crow Indian agencies. The military and Indian supplies for all points in the vicinity and south of Fort Ellis would pass over this route, saving to Fort Ellis 250 miles in railroad-transportation, and, with the estimated distance to Fort Ellis from Corinne, (480 miles,) 39 miles of wagon-transportation. The Acting Quartermaster-General estimates the saving in railroad-transportation alone, of troops and Army supplies, at \$5,000 per annum to the posts in Montana. This does not include the Indian supplies, in the movement of which there would be a proportionate saving. The distance saved to Yellowstone Lake, in the Great National Yellowstone Park, is 555 miles, 305 of which is by stage and 250 by rail. The following letter of Captain Jones describes fully the route and its advantages to the Government and the country through which it passes :

WASHINGTON, D. C., June 12, 1874.

SIR: I have the honor to acknowledge the receipt of your letter of this date upon the subject of a proposed military wagon-road in Wyoming.

The road proposed by this bill is over the line discovered by me last year while making the reconnaissance of Northwestern Wyoming. I consider it a perfectly practicable project, which can be attained at a reasonable expense.

The road will leave the Union Pacific Railroad near Green River City, Wyo., at such a point (probably Point of Rocks) as will give the shortest distance from the railroad to the mouth of Wind River Valley. This valley is followed up to its head, where there is a pass over which the grades are perfectly easy and practicable. It is probable that this pass will be practicable for winter travel, as it lies in such position that the prevalent winds are intercepted by neighboring mountain-ranges, and cannot reach it with sufficient force to drive the snow into drifts that will be serious obstructions. It is the testimony of miners, freighters, and others in the Territories, that winter roads can easily be maintained in the mountains, provided the snow does not drift badly. Whether this should prove true or not, the proposed road would remain open as long as the present route via Corinne, and longer than the Missouri River route.

From this pass the road will proceed northerly to Yellowstone Lake, following down its eastern shore, and thence down the Yellowstone River, passing the Great Falls and along the crest of the Grand Cañon, and by the Mammoth Hot Springs on Gardiner's River to Fort Ellis, Bozeman City, and the Crow Indian agency. From here there are good roads to the principal cities and mining towns of Montana. The route traverses the Wind River Valley, (avoiding the present mountain-road between Camp Stambaugh and Camp Brown,) where the soil is quite well adapted to agriculture and grazing, as has been proved by experience, and the climate is exceptionally mild; the Teton Basin, a thoroughly well-watered and well-timbered area of country, where the soil is quite rich, and rain falls with sufficient equability to render irrigation unneces-

sary probably; the Yellowstone National Park, passing all of its wonderful phenomena except the geyser basins, which can be reached by a short side road, and a stretch of country in Yellowstone Valley, north of the park, which is now cultivated with success.

Gold, (in veins and diggings,) coal, coal-oil, iron, and gypsum occur in the Wind River country, fine coal in the Teton Basin, and gold, (in veins and diggings,) lead, and silver in the Yellowstone region.

It will thus be seen that this road will open up and develop a country of considerable and varied resources.

It will also furnish the shortest and a most agreeable route to the Yellowstone National Park.

The present approaches to Montana from the east are only two: viz: (1.) The Missouri River route, which involves wagon-transportation from Fort Benton, or from Carroll, over a desolate country. This latter affords about the same wagon-road distance to Fort Ellis as the one from Fort Benton, and, should it prove available, will supersede it. (2.) The land-route via the Union and Central Pacific Railroads to Corinne, Utah, and thence to Montana by wagons.

The road proposed by the bill is an improvement upon this, as will be seen from the following tables, and will thus bring the two main routes into a closer competition, giving the mining and agricultural interests of Montana an improved outlet and better competing lines of land and water travel, and affording all of the attendant advantages in the transaction of business, settlement of new country, and the shipment of Army and Indian supplies. It is fraught with lasting benefit to the people of Montana and Northern Idaho, and will hasten the utilization of the Yellowstone National Park as a place of summer resort.

Tables.

		<i>Miles.</i>
I.	By rail:	
	Omaha to Corinne, Union Pacific Railroad.....	1,055
	Omaha to Point of Rocks, Union Pacific Railroad.....	805
	Distance saved by rail.....	250
a.	Omaha to Yellowstone Lake, present route:	
	Omaha to Corinne.....	1,055
	Corinne to Fort Ellis.....	403
	Fort Ellis to Yellowstone Lake.....	118
		1,576
	Proposed route:	<i>Miles.</i>
	Omaha to Point of Rocks.....	805
	Point of Rocks to Yellowstone Lake.....	289
		1,094
		Distance saved from Yellowstone Lake.....	482
II.	Omaha to Bozeman, Montana, present route:	
	Omaha to Corinne.....	1,055
	Corinne to { Fort Ellis }.....	403
		1,458
	Omaha to { Fort Ellis }.....	1,458
		1,458
	Proposed route:	<i>Miles.</i>
	Omaha to Point of Rocks.....	805
	Point of Rocks to { Fort Ellis }.....	437
		1,242
	Distance saved to { Fort Ellis }.....	216
III.	* Passenger-rates, (railroad:)	
	Omaha to Corinne, Utah.....	\$79 25
	Omaha to Point of Rocks, Wyoming.....	57 25
	Amount saved per man.....	22 00

* As the distance (wagon-road) is about the same in the two cases, the saving effected can very fairly be represented by the saving over 250 miles of railroad.

		* Freight rates, (railroad :)	
IV. {	Omaha to Corinne, (third-class,) per ton		\$42 20
	Omaha to Point of Rocks, (third-class,) per ton		32 20
	Amount saved per ton		10 00

To sum up: The proposed wagon-road saves 250 miles of railroad ; 482 miles of distance to the Yellowstone National Park ; and 216 miles to Fort Ellis, Bozeman, and the principal cities of Montana, which is one of the most productive mining regions of the West ; is the shortest and most practicable road to the Yellowstone National Park and Montana ; is heavily timbered through the belt of country where the heavy snows fall, indicating a probable winter route, while, at present, there is none ; opens up a large tract (2,000,000 acres) of low-lying timber-land—a very important feature ; will open to settlement the Wind River Valley, the Teton Basin, and the valley of the Upper Yellowstone ; will hasten the attainment of the objects for which the Yellowstone Park was created by law ; and will afford better competing lines of travel to the mining and other industries of Montana.

I am, sir, very respectfully, your obedient servant,

W. A. JONES,
Captain of Engineers.

The CHIEF OF ENGINEERS,
United States Army, Washington, D. C.

The distance from Corinne to Fort Ellis is believed to be (from the best evidence we can get) 480 miles, instead of 403, making the distance 77 miles shorter via the proposed route than is given in the tables of Captain Jones. The Chief of Engineers, in his report, states that the Missouri River route is open but a few months in the year, and the navigation uncertain and unreliable, and goods sent by that route are frequently detained for long periods of time ; he states that if the labor of troops can be utilized, a road which would be equal to the common roads in the Territories, can be constructed for the amount named in the bill, (\$60,000,) and in one working season, and would be chiefly required for grading, corduroying marshes, and bridging streams with timber which is conveniently available, and in cutting trees and extracting their stumps, over a distance of about 50 miles.

The average amount of freight from Union Pacific Railroad to Montana for four years ending with 1873, was 3,000 tons, about one-twelfth of which was Army supplies, the balance individual shipments and Indian supplies. The saving on this amount of freight (if it all came from the East) would be \$30,000 annually in railroad-transportation alone, to say nothing of passengers or troops ; with the better and shorter route proposed, it is believed that a large amount of the freight which now passes up the Missouri River in the spring would pass over this route ; this freight, for three years ending with 1873, amounted to from 3,000 to 6,500 tons per annum. The saving of 250 miles of railroad-travel and over 300 miles of stage-travel to the Great Yellowstone National Park, the great wonders of which will, without doubt, make it a great popular resort in the near future, would be sufficient to justify the expenditure, independent of the value of the road to the War and Indian Departments, and the citizens of Wyoming and Montana. The passage of the bill is recommended by General Ord, commander of Department of the Platte, Lieutenant-General Sheridan, and the Secretary of War.

The committee recommend the passage of the bill as amended, reducing the amount appropriated to \$50,000.



PATRICK J. O'ROURKE.

JUNE 1, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN REILLY, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 430.]

The Committee on Military Affairs, to whom was referred the above-named bill, would respectfully report thereon as follows:

It appears from the records that Lieutenant O'Rourke was discharged from the military service of the United States October 10, 1861, by Special Orders 275, from Adjutant-General's Office, and re-instated December 10, 1861, by Special Orders 319, from Major-General McClellan, headquarters Army of the Potomac, the claim being for the two months' pay while he was out of service. The claim has been refused by the War Department under their rules, and decisions of the Attorneys-General, which prohibit the recognition of any officer for pay between the dates of discharge and restoration. This, with the fact that no service was rendered, leads to the conclusion that the claim should not be paid.

The committee, therefore, report adversely, and recommend that the bill do not pass, and that it lie on the table.

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GEORGE A. MILLER.

JUNE 1, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN REILLY, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 1769.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 1769) for the relief of George A. Miller, would respectfully report thereon as follows:

The report of the Adjutant-General of the Army states that "the records of this Office furnish no evidence of commission or of any service whatever rendered by the said George A. Miller as an officer prior to June 1, 1864, date of his muster in as second lieutenant Thirteenth Regiment Tennessee Cavalry."

The Adjutant-General having the petition of the said Miller before him, reciting fully his claim, and the record showing no service, the committee report adversely on the bill and recommend that it lie on the table.

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JOHN H. McCORMICK.

JUNE 1, 1876.—Laid on the table and ordered to be printed.

Mr. JOHN REILLY, from the Committee on Military Affairs, submitted the following

REPORT:

[To accompany bill H. R. 2369.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 2369) for the relief of John H. McCormick, late first lieutenant United States Volunteers, would respectfully report thereon as follows :

The petitioner in this case entered the service July 11, 1862, as a private in Company G, Sixty-seventh Indiana Volunteer Infantry, and alleges he was appointed second lieutenant of his company by a regimental order June 10, 1863. The evidence of General Burbridge shows he was commanding picket-line in front of Vicksburgh at the time of surrender. He further states that a vacancy of first lieutenant occurred September 6, 1863, to which he was promoted. He further alleges that he acted as adjutant of the regiment in the Teche campaign in Louisiana, and in this he is also confirmed by General Burbridge. A reference of the papers to the War Department elicits the following reply from the Assistant Adjutant-General :

It appears from the official records of the Sixty-seventh Indiana Volunteers on file in this office that no vacancy existed for McCormick as second lieutenant in Company G of said regiment until August 1, 1863, caused on that date by the discharge of George T. Polson. On all the rolls of the company (G) from June to November, 1863, he is borne as a first sergeant, and consequently was not rendering service as an officer. He was eventually properly mustered in as first lieutenant of said regiment on November 9, 1863, the date of receipt of his commission as of that grade. Apart from the fact that no vacancy existed for McCormick as a second lieutenant prior to August 1, 1863, the strength of the company during the entire period was greatly reduced below its minimum strength; and, therefore, under the provisions of the act of Congress approved March 3, 1863, would alone have debarred his muster in as of that grade.

As the law requires that officers must be mustered before they can receive pay, and it has been of frequent occurrence that officers had commands for long periods much higher than the commissions they held, the committee think that it would not be proper to make a precedent in this case, and therefore report adversely, and ask to be discharged from further consideration of the same.

GEORGE A. ARMES.

JUNE 1, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. GLOVER, from the Committee on Military Affairs, submitted the following

REPORT :

[To accompany bill H. R. 3634.]

The Committee on Military Affairs, to whom was referred the bill (H. R. 906) for the restoration of George A. Armes to the Army, with the rank of captain, have had the same under consideration, and beg to submit the following report :

The records of the War Department show the following facts : That George A. Armes entered the military service of the United States as a private in Company B, Sixteenth Regiment Virginia Volunteer Infantry, September 1, 1862; was appointed second lieutenant in the same regiment December 8, 1862, and was appointed captain in the Second Regiment New York Artillery, October, 1864. On the 14th of December, 1864, he was mentioned in "general orders" for meritorious conduct by General Miles, for leading the charge at Hatcher's Run, Va. Upon the recommendation of Generals Hancock, Auger, Griffin, Mott, Miles, and Pierce, he was appointed second lieutenant in the Second United States Cavalry. Soon after he was appointed captain in the Tenth United States Cavalry, and his commission was dated back, upon the recommendation of General Philip St. George Cooke, with the approval of General U. S. Grant, as a recognition of merit. March 2, 1867, he was breveted major in the Regular Army, for gallant services, having been previously breveted major of volunteers.

On the 12th of November, 1866, the following general order was issued :

HEADQUARTERS DEPARTMENT OF THE PLATTE,
Omaha, Nebr., November 12, 1866.

[General Order No. 20.]

The commanding general announces to the department that Lieut. Geo. A. Armes, Second United States Cavalry, being sent with twenty-five men of his regiment from Fort Sedgwick, October 23, in pursuit of a war-party of Sioux Indians which had driven off the previous day several hundred head of stock, found and followed their trail—under the difficulties of crossing two wide rivers, forks of the Platte, and of darkness—*ninety-eight miles*, from 5 o'clock a. m. to 11 o'clock p. m.; then he surprised the party, instantly attacked, killed, and wounded nearly all their superior numbers, captured twenty-two Indian horses, burned their camp, and brought off safely most of their stolen stock. Thus this young officer has set a fine example to the department of overcoming difficulties that would have discouraged and stopped many without

loss of credit; of bold determination to succeed, and of striking without stopping to count his enemies; and has presented to the profession, perhaps, the greatest cavalry feat heretofore recorded.

By order of Brevet Major-General Cooke :

H. G. LITCHFIELD,

Brevet Major U. S. A., Aid-de-Camp, Acting Assistant Adjutant-General.

On the 20th of August, 1867, he was recommended by Generals Sherman and Hancock for the brevet of lieutenant-colonel, for hard and heroic services against the Indians, by whom he was wounded during an engagement.

This is only a portion of the very meritorious and gallant conduct of this young officer to this date in his military history, which seems to have challenged almost the universal respect and confidence of the officers under whom he served.

The records of the War Department further show that in 1869 charges were preferred against Captain Armes. They were four in number.

Upon the *first a nolle prosequi* was entered. Upon the third and fourth he was found *not guilty*. And upon the second charge, "conduct unbecoming an officer and a gentleman," he was found guilty and was sentenced "to be dismissed the service." These charges were preferred by Capt. George W. Graham. The main witnesses were Lieut. B. F. Bell and Capt. Charles G. Cox. Lieutenant Bell, who had been tried, convicted, dismissed, and cashiered for bribery and embezzlement of public property, was called to testify against Armes. Captain Cox was called to testify—whom the testimony shows was a bitter personal enemy of Captain Armes, who had preferred the charges upon which both Cox and Graham were tried, convicted, and sentenced to be *dismissed* and *cashiered* the service, fined, and imprisoned in a penitentiary.

Viewing the testimony in the light of its own inconsistency and contradictions, and in the light of the character of the persons who appeared and testified, as shown at the time, or by immediate subsequent events, *it was all of the very worst possible character*, upon which Captain Armes was found guilty. All the circumstances of his trial are remarkable. In the first place, the organization of the court was very objectionable. The court was composed, in part, of an officer who not only acknowledged that he entertained an opinion unfavorable to Captain Armes, but had publicly proclaimed it, was allowed to sit in judgment upon him, and no objection or remonstrance on the part of Armes was of any avail. Another most remarkable fact was, that after the trial of Captain Cox had commenced, on charges preferred by Captain Armes, and upon which Captain Cox was immediately afterward sentenced to be dismissed, the *trial of Cox was arrested*, and he was allowed to appear as a witness against Armes. Of course the debased principles of these witnesses and accusers, Cox, Bell, and Graham, were no better before conviction than after. Yet, if justice had been allowed to take its course, and these two desperate villains had been tried before Captain Armes, as they should have been in the regular and due order of things, the trial of Armes, and the *terrible injustice* that was done him, would never have taken place. Here is a case of a brave, dashing, and laborious young officer, who, in the brilliancy of his achievements in active service, has outstripped all of his age and rank, driven in disgrace from his profession upon the contradictory testimony of the most *desperate* and *despicable* witnesses, (except that of the weak-minded boy, Ben.)

The person against whom the alleged offense is said to have been committed, the testimony clearly shows, did not know Captain Armes, nor is there any evidence that that person was known by him. In view

of the foregoing facts and reasons, it is difficult to perceive why the late Secretary of War, to whom was subsequently known the *despicable character* of the witnesses who testified against Captain Armes, should have sought to defeat his restoration to his former place and rank in the Army, which he had so bravely won, and from which he had been so cruelly and unjustly driven.

Of the witnesses and accusers who testified against Captain Armes, it may be said Cox and Graham were fined, dismissed, and cashiered the Army, and sentenced to imprisonment in a penitentiary, and the latter, Captain Graham, who broke his confinement, was afterward killed on the plains as a *highwayman*. The females who testified had been ordered off the reservation at Fort Harker, by the commanding officer, as women of notoriously bad character. The testimony of the weak-minded boy who was a witness against Captain Armes was so inconsistent and contradictory as to be entirely worthless. It is believed that every committee either of the House or Senate which has examined this case has reported in favor of Captain Armes.

To any one who will examine the evidence and the subsequent character and history of the witnesses in the case, there can be no doubt that the charges against and conviction of Captain Armes were the result of a *vile conspiracy* among desperate characters, to disgrace and drive from the Army a man who—then and now—enjoys to a wonderful degree the sympathy, confidence, and esteem of a large circle of officers of the Army, despite the cloud under which he has rested.

The history of the accusers of Captain Armes, and of the witnesses who testified against him, as shown by record evidence, prior to, at the time of trial, or immediately after, shows that they were all totally destitute of honor, veracity, or virtue.

Possibly there has never been a *prosecution* in which all the elements of honor, decency, and respectability were so entirely absent.

The committee are of the opinion that nothing short of a full restoration to all the rights, honors, and ranks of which Captain Armes has been deprived, will do justice in the case, and, therefore, recommend the passage of the bill as substituted by the committee.



OLD DOMINION STEAMSHIP COMPANY.

JUNE 1, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. DUNNELL, from the Committee on Commerce, submitted the following

REPORT:

[To accompany bill H. R. 3198.]

The Committee on Commerce, to whom was referred House bill 3198, have had the same under consideration, and make the following report :

This is a claim arising from disaster to the steamship Hatteras, caused by collision, resulting in a general average contribution of 4.0445 per cent., in which all the parties in interest (except the United States Government) signed the average bond, and the owners and underwriters interested, to avoid the expense necessarily attending the landing and storing of the cargo, and the cost of wages and provisions until the replacement of the ship in her original position just prior to the disaster, agreed by compromise to accept the sum of \$5,000 in lieu of a much larger sum which would have accrued from the former mode of procedure. The interest of the United States was represented by merchandise shipped in New York by General Rufus Ingalls, quartermaster, consigned to Capt. J. Q. White, assistant quartermaster at Petersburg, Va., consisting of 8 cases of clothing, 49 cases boots and shoes, 5 cases of linsey, and 7 cases and 6 bales of dry goods, of the cost value of eleven thousand six hundred and sixty dollars and fifty cents, (\$11,660.50,) on which was assessed, at the rate of 4.0445 per cent., (\$471.74) four hundred and seventy-one dollars and seventy-four cents. This mode of settlement is sanctioned and governed by long usage and custom and has the force of numerous precedents, and is by far the most economical plan of determining the liability of each party to contribute to the partial sacrifice of each individual interest for the benefit of the whole. It was promptly accepted by the owners, shippers, insurers, and consignees, except the United States Government. The statement and adjustment made by Johnson & Higgins, average adjusters, accompanies the papers in the case. Your committee are of opinion that the proportion assessed to the Government, amounting to \$471.74, should be paid, and they therefore recommend the passage of the accompanying bill (H. R. No. 3198.)

REMOVAL OF OBSTRUCTIONS IN THE OHIO RIVER.

• JUNE 3, 1876.—Committed to a Committee of the Whole House and ordered to be printed.

Mr. DUNNELL, from the Committee on Commerce, submitted the following

REPORT:

[To accompany bill H. R. 1636.]

The Committee on Commerce have had under consideration the bill H. R. 1636, and respectfully report :

That, before the requirements of the Ohio River navigation were fully understood, and before the necessity of wide bridge-spans was generally conceded, Congress passed the law of July 14, 1862, authorizing the construction of bridges across the Ohio without suitable guards and restrictions to protect the navigation. Channel-spans of only 300 feet in length were authorized by this law, and no authority was constituted for determining where the said spans should be placed in the bridge-structures.

The first bridge constructed under this law was the railroad-bridge at Steubenville, finished in 1863. This at once proved to be a serious hinderance in the way of the river commerce, especially to the large coal-boat fleets descending from Pittsburgh, and to the returning tows of empty barges and boats. Losses by wrecks against its piers have frequently occurred, and the necessity of passing it by daylight, and of diminishing the size of the downward fleets, owing to its inadequate passage-way, have altogether rendered it, from the first, a constant impediment and tax to the river commerce. The commission of United States engineers, appointed, under the law of July 11, 1870, to investigate the subject of Ohio River bridges, in their report say : "The Steubenville bridge has been a serious hinderance to navigation ever since it was built." They recommend the lengthening of its channel-span so as to give 422 feet clear water-way ; they also give a tabulated estimate of the cost of such alteration, making it \$200,414.50. (See report on Ohio River bridges by United States engineers, May 17, 1871, Forty-second Congress, special session, Senate Executive Document No. 1, pages 5, 6, 7, 8, 9, 10.)

Soon after the injurious effects of the insufficient passage-way under this bridge were experienced, agitation commenced in the navigation interests to have the defect corrected, and to obtain the passage of a law to regulate thereafter the construction of bridges across the Ohio, so that adequate passage-ways should be left between the channel-span piers, and that the location of said spans, as well as the placing of the bridges, should be determined by United States engineers. (For a

history of the proceedings to prevent obstructive bridges from being built, see same report of engineers, pages 45, 46, 47.)

This agitation was continued, and the bridge-subject has been urged upon the attention of Congress ever since the Steubenville bridge so broadly interfered with the clear necessities of the river business. The Senate Committee on Post-Offices and Post-Roads, during the session of 1868, took up the subject, and made a searching investigation of all its bearings. The chairman of the committee, the Hon. Alexander Ramsey, made an elaborate report, after having had the matter under consideration several months. Among the conclusions presented in the report were—

1. That five hundred feet clear span across the channel-way will accommodate existing navigation on the Ohio, and that less than five hundred feet clear span will not.

2. That such spans are practicable, and can be built at a less cost than bridges already constructed in this country and across the Ohio River.

The said report contains many important facts bearing upon the conflicting claims of the bridge and navigating interests, with much testimony supporting the conclusions of the committee. It was made July 16, 1868, Fortieth Congress, second session, Reports Committees, No. 168.

It was accompanied by a bill to carry out its recommendations; but neither at this session nor during the following one of 1869 was it acted upon by both Houses. Strenuous opposition was made by counter-interests. It passed the Senate, however, near the close of the short session of 1869, while a bill containing similar provisions passed the House. On this, the United States engineers say in their report, before referred to, on page 47: "And thus was presented the singular spectacle of bills for the same object being passed in each House under different titles, and in both cases perishing in the committee-rooms." Had this bill become a law at the time it passed the Senate, the builders of the Parkersburgh bridge would have been required to construct a channel-span 500 feet in length, located in the right place by United States engineers.

Immediately after the adjournment of the short session of 1869, the Baltimore and Ohio Railroad Company, having no restraint in the way of their proceeding but the law of 1862, set actively about the construction of their bridges across the Ohio at Bellaire and at Parkersburgh, the latter of which being the objectionable one under consideration. What happened then is thus described in a memorial from the Pittsburgh Coal Exchange, sent to Congress at its next session, that of 1870:

"The Baltimore and Ohio Railroad Company," said the memorial, "taking advantage of the adjournment of Congress, commenced vigorous work on the bridges named above, locating the piers of the one at Parkersburgh, so as to be fatally disastrous to the trade we represent. We were in a dilemma. Congress, the only body having jurisdiction, was not in session. The proposed location of these piers would effectually destroy our trade. No time was to be lost. We could not wait. The only alternative left us was to effect, if possible, some arrangement with the aforesaid railroad company."

Your committee have heard of no denial that such was the situation of the transporters. The proof from reports and memorials, as well as the statements of credible citizens, all tends to its confirmation, while no contradiction has appeared from any quarter. It would thus seem that the river-transporters had no remedy in the courts, inasmuch as the said bridge was being constructed strictly within the limitations defined in the law of 1862. They had, therefore, no alternative, as they aver, but to passively submit to the erection of a structure, under the sanction of law, that would greatly obstruct, if not ruin their business,

or to negotiate with the company erecting the bridge for such an alteration in its construction as would leave the navigation open to their trade. They accordingly negotiated with the Baltimore and Ohio Railroad Company for another channel-span to be placed over the true barge-fleet channel, and paid therefor, including costs and charges, the sum of \$31,586.67, receipts for which are on file among the papers of the case before your committee. (See report United States engineers, pages 18, 37, 38.)

It appears further that, after consultation with legal counsel, this sum was contributed for the purpose specified, the contributors supposing that it was virtually a loan voluntarily made to the Government, that warded off a large payment for the correction of the bridge structure had it been finished, as it would have been if they had not interfered, and that shielded an important trade from serious interruption and great loss and damage. As they set forth in one of their memorials to Congress, they subscribed and paid "this sum for the purpose specified, relying implicitly upon the justice of the Government for immediate re-imbursement, more especially as the advance thus made saved the Government the larger cost of making the requisite alteration after the bridge was finished." (See the joint memorial from the Pittsburgh Steamboat Association and the Pittsburgh Coal Exchange.)

It is also proper further to remark, in giving a history of this case, at the expense of some repetition to make it clear, that the board of United States engineers to examine the Ohio River bridges was appointed under the act of July 11, 1870, and made their final report to the special session of the last Congress, May 17, 1871, Ex. Doc. No. 1. On page 18 of said report the engineers concur in the necessity of the additional channel-span in the Parkersburgh bridge, owing to a very abrupt bend in the Ohio just below the bridge, making it exceedingly difficult for barge-fleets to keep off the Virginia shore, which lies in a direct line below the original channel-span, and against which, in high water, the current impinges. The engineers say of it: "A serious obstruction would have been caused but for the expenditure of a large sum by the principal tow-boat owners." They also give the names of the contributors, with the several sums given by each to prevent this legal invasion of their business rights. (See same report, page 37.)

The following condensed view of the subject is also submitted. It is contained in the published proceedings of the board of commissioners appointed by the governors of Pennsylvania, West Virginia, Kentucky, Ohio, Indiana, Illinois, and Tennessee, for the improvement of the Ohio River and its tributaries, at their meeting in Cincinnati in November, 1872:

The Parkersburgh bridge was being constructed in 1869 by the Baltimore and Ohio Railroad Company, with the main span in the wrong place, not over the barge-fleet channel. The transporters of Pittsburgh, seeing that such a formidable blockade to their business was being erected in the river, had no other method of saving themselves from the impending disaster, Congress not being in session, but to give the Baltimore and Ohio Company \$30,000 to construct another channel-span over the barge-fleet channel. "But for the expenditure of this large sum," say the United States engineers, "serious obstruction would have been caused." As the company were acting under the authority of the unwise permission contained in a law passed by Congress July 14, 1862, had they finished their bridge on the original plan, a change which would have cost two or three hundred thousand dollars would have had to be made at the expense of the Government. The advance made by the Pittsburgh transporters thus saved a large sum to the Government, and constitutes a clear and unquestionable claim for re-imbursement. (See pamphlet copy of official proceedings, pp. 38, 39.)

It cannot be deemed irrelevant to take into consideration the great magnitude and importance of the Ohio River trade. According to offi-

cial tables reported by United States engineers then in charge of the river improvement, it amounted in the year 1869 to the aggregate sum of \$694,000,000. (See report United States engineer in charge Ohio River improvement, pages 180 to 186, inclusive. Ex. Doc. No. 72, Forty-first Congress, third session.)

In the proceedings of the commissioners before referred to, eight per cent. is estimated as the annual increase of the Ohio River trade, which may be quite correct in prosperous times, and would swell the annual aggregate for 1872 to more than eight hundred millions. (See page 34, proceedings of commissioners.)

Your committee also learn from the same authority that the coal-trade descending from Pittsburgh has increased to more than three millions of tons a year.

In a joint memorial relative to artificial obstructions to the navigation of the Ohio River, from the Pittsburgh Steamboat Association and the Coal Exchange, presented this session, and referred to the House Committee on Commerce, these relevant, economic views are presented on page 11, which your committee offer as apposite matter to the subject in hand:

In conclusion, your memorialists respectfully aver that the reasonable demands of an annual interior commerce, already amounting to more than seven hundred millions a year, should command the attention of the Government as well as its protection; that all obstructions, and delays, and dangers, and losses by the way increase the cost of transportation, and raise the cost of those indispensable necessities of life whose cost is principally made up of transportation; and that by any means whatsoever to interfere with or obstruct so as to prevent cheap transportation of the means of comfort and the elements of general prosperity, whether consisting of coal or iron-ore, or breadstuffs and provisions, or the fabrics of our shops and manufactories, is contrary to individual and public welfare.

The method by which the great desideratum of cheap transit has been achieved on the Ohio has been by combining coal-barges and boats into large fleets, each fleet under the guidance of a single steam-tug, rendering wide water-ways essential to their safe passage under bridges, and an open, straight river-way below, where the deepest channel lies before them. (For a description of these fleets, see same report of United States engineers on Ohio River bridges, page 63.)

These necessities of the navigation, it is quite apparent, made the stress under which the barge-fleet interests were placed by the ill-chosen water-way in the original plan on which the Parkersburgh bridge was being constructed before the transporters became alarmed and interfered, one that called for prompt measures of prevention. No other course than the one they pursued seems to have been open before them as peaceable, law-abiding citizens. There was no remedy in the courts, the bridge-builders having the law on their side. Congress was not in session, and the construction was hurried so as to have the bridge finished before that body should meet again.

Thus it appears that the important coal-trade of the Ohio was to be blockaded under cover of an unwise law, or those engaged in it forced to submit to or avert the evil on the best terms they could obtain.

This, it seems, they did by advancing money to secure a passage-way for their fleets under said bridge in the right place, and where it would have been located had the law of 1862 provided for such location by United States Government engineers. (See the same engineers' report, Ex. Doc. No. 1, so often cited before, for the law of 1862, and much information concerning the navigation and bridges of the Ohio.)

The report of the engineers already referred to furnishes evidence of the persons making payment, and the several amounts paid by the claimants, as follows:

REMOVAL OF OBSTRUCTIONS IN THE OHIO RIVER.

Subscription to Parkersburgh-bridge fund.

	Amounts paid.	
1. William H. Brown.....	\$4,100 00	
2. Horner Wood & Co.....	2,460 00	
3. J. C. Risher & Co.....	1,640 00	
4. Joseph Walton & Co.....	1,640 00	
5. Thomas Fawcett.....	820 00	
6. Hays Coal Company.....	820 00	
7. N. J. Bigley.....	1,640 00	
8. J. V. McDonald.....	820 00	
9. D. & J. S. McDonald.....	820 00	
10. Lyale & Son.....	820 00	
11. Bailey, Whigham & Co.....	820 00	
12. Briggs & Mulvehill.....	820 00	
13. Onell & Co.....	820 00	
14. John Dippold.....	574 00	
15. Hornet Coal Company.....	820 00	
16. John Gilmore.....	820 00	
17. J. D. Johnson, Star Coal Company.....	410 00	
18. Duncan, Cornell & Co.....	820 00	
19. William Stone.....	820 00	
20. James Blackmore.....	820 00	
21. Miller & Williams.....	820 00	
22. James Watson.....	820 00	
23. Dunshee, Whitmore & Co.....	656 00	
24. R. C. Gray.....	820 00	
25. Miller & Lynn.....	656 00	
26. Joseph Nixon.....	164 00	
27. Samuel Clarke & Sons.....	820 00	
28. W. Mars.....	410 00	
29. T. W. Fowler.....	246 00	
30. J. S. Neil & Co.....	820 00	
31. Iron City Coal Company.....	820 00	
32. Staib & Co.....	164 00	
33. Warner Coal Company.....	400 00	
34. W. S. Packer.....	300 00	
35. B. F. Wilson.....	136 67	
36. Samuel Roberts.....	136 67	
37. William Cunningham.....	136 66	
38. Thomas Jones.....	136 67	
	<hr/>	
		\$31,586 67
Paid bridge company.....	30,000 00	
Paid committee, expenses: for collections, traveling, visiting Washington City and Parkersburgh, attorney's fees, &c.....	1,586 67	
	<hr/>	
		31,586 67

The principles upon which these claimants base their demand for relief are distinctly recognized as valid and sound in the law of December 17, 1872, "to authorize the construction of bridges across the Ohio River and to prescribe the dimensions of the same."

Section 4 of said law contains minute regulations for the location of bridges and the placing of their channel-spans, and a special authority is constituted for determining the same.

Section 7, by requiring, where changes in construction of bridges may be directed at any time by Congress, that they shall be made at the cost and expense of the owners thereof, virtually acknowledges the preceding liability of the Government to pay for such changes in bridges constructed in compliance with law existing before the passage of said act.

Had this law of 1872 been in existence before the Parkersburgh bridge was built, the channel-span would, in the first instance, have been located in the right place, under the direction of an enlightened authority, and no injury would have been done to the river transporters.

The defect in the law of 1862, in not constituting such an authority, was the cause of these petitioners being placed in a kind of duress, where

they were compelled to pay a large sum or submit to great losses in their business.

The law of 1872, in providing specially against the recurrence of liability, like that in this case, to re-imburse these petitioners, makes the clearest recognition of the justice of their claim.

Your committee, after a patient and careful examination of this case, cannot but regard the prayer of the memorialists for re-imbursement as equitable and just, inasmuch as the money which they advanced was expended to avert a serious interference with their important business about to be made under the sanction of a bad law. Not only did they avert an injury to their own business, but they saved the Government from very heavy outlays, to which it would have been subjected in furnishing a relief from the obstructions which the bridge would have caused to the commerce of the river had it been built as commenced.

Your committee, therefore, report back the bill, and recommend that the same do pass.

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