

SUTTER ROAD SCANDAL.

It Received an Airing Before the Board of Supervisors Yesterday.

P. H. McGrath Denied Witter's Statements.

Lawyer Gett Told Witter He Was "A Liar, Sir!"

Supervisor Jenkins Wanted Witnesses to Tell All They Knew.

The action of the Board of Supervisors on Monday, in determining on an investigation yesterday of the charges made by W. G. Witter, President of the Golden Gate Dredger Company, to the effect that P. H. McGrath had told him that he had bribed certain members of the board in order to get the dredger company's claim allowed for road building on Sutter Island, caused the boardroom to be filled yesterday at the hour set for the inquiry.

McGrath showed up with a flushed face and a raw spot on his left cheek, received in a mix-up a few minutes before, in the Treasurer's office, with M. A. Harris, Witter's partner. It seems that McGrath had just paid Witter and Harris the balance of \$440 which they claimed he owed them, and in doing so McGrath had a wordy war with the dredger men, which finally ended in a scrap. Others interfered, however, and nobody was injured beyond the removal of a bit of cuticle from McGrath's cheek.

Proceedings were begun by Chairman Jenkins calling the board to order and announcing: "Gentlemen, this is the time fixed for investigating the matter of alleged brooding in connection with the Sutter Island road claims. Are you all ready?"

District Attorney Ryan paved the way for a clear start by saying that the Golden Gate Dredger people had told him that P. H. McGrath had no authority to draw any moneys due them. They claimed to have a contract between Reclamation District 349 and McGrath, the latter representing himself as acting for the Supervisors. The dredger people say they sent in their claim for \$1,440, but one was also filed by McGrath for the same amount. Mr. Witter, president of the dredger company, had made public statements alleged to have been made by McGrath implicating members of the board, and the latter had decided to investigate the matter and ascertain what was the trouble.

Mr. Ryan read the contents of the contract referred to, which was signed by Henry Elliott, President of the Sutter Island Trustees, W. G. Witter of the Golden Gate Dredger Company, and P. H. McGrath, the latter on behalf of the county. The contract referred to a resolution passed by the Supervisors appointing McGrath to supervise the work of constructing the levee and road around Sutter Island.

"It would appear by this contract," said Mr. Ryan, "that McGrath was by some authority acting on behalf of the county."

Chairman Jenkins—We generally have the District Attorney draw up contracts for this board.

Mr. Ryan—Yes, but this is the first time I ever saw this one.

Mr. Jenkins—This is the first time it was ever read in this room. I never saw it before.

NOT IN THE RECORD. Deputy Clerk Gallup was asked to look over the record of the board's proceedings and see if such a resolution had been passed. The petition of Henry Elliott and others was found, asking for the road, and the report of the viewers, J. C. Boyd, L. D. Green and Joseph Houston. The viewers stated that the landowners offered to expend \$5,000 if the county would do the same, and that an expert who was a landowner in the district, but not a Trustee, be selected to supervise the proposed work, in order that the county's interests might be guarded.

The minutes also showed that W. A. Gett, attorney for the landowners, urged the board to expend the \$5,000 asked for, provided the district would expend a like sum. It was further shown that on motion of Supervisor Todd the \$5,000 was appropriated for the purpose asked, and that it was done by the unanimous vote of the board.

But there was nowhere in the record any reference to the resolution naming McGrath as the superintendent of the work, as mentioned in the contract signed by Elliott, the dredger company and McGrath.

McGrath's Statement. District Attorney Ryan then asked that Mr. McGrath be sworn, that he might be examined to what he knew about the circumstances of his appointment.

Mr. Ryan—Mr. McGrath, please state your connection with the Supervisors and this work.

Mr. McGrath—I saw a resolution purporting to have been passed by this board appointing me to oversee the work. Later on I looked for it, but couldn't find it. Clerk Hamilton told me it had been passed, but that the District Attorney ruled that it was not legal.

Mr. Ryan—Who showed it to you?

Mr. McGrath—It was Major Gett. I saw it before I signed the contract (with Elliott and the dredger company), and then understood it had been passed by the board.

Mr. Ryan—The contract was signed on October 6, 1897.

Mr. McGrath—It must have been six months after the contract was signed that Hamilton told me of the resolution being passed, but he could not find it in the minutes.

Mr. Ryan—Do you know who drew up the contract?

Mr. McGrath—I do not, but it was presented to me by Mr. Gett.

Mr. Ryan—Who were you acting for?

Mr. McGrath—When I filed my claim I considered I was acting for Witter, the county and the district. All claims had been sent to me to file.

Mr. Ryan—Who was the \$1,440 to be paid to?

Mr. McGrath—Mr. Witter came here for his money. The claim had not been passed by the board, and he wanted me to get it for him. He signed a receipt for the \$2,880, and the Auditor issued the warrant to me. I drew it and held it. Three or four times I sent word to Witter that I had his money. The reason I didn't send it to him was that I had a personal account with him, and wanted witnesses that it was paid. I was always ready to pay him. Lately he came and asked if I had \$500. I said "Yes, I have \$1,000 for you." I told him I had expended some money in his interest, and thought I had a claim against him when he left me it with the best of feeling, and I considered that I had earned the money. The first I knew of his statement was this morning when I got off the boat. I paid him the \$440 this morning, and don't owe him a cent.

Mr. Ryan—Why did you pay him if you didn't owe it?

Mr. McGrath—Because I don't want to be harried by a blackmailer! I have paid him \$440 that I didn't owe him, for I had earned it.

Mr. Ryan—What I want to know is by what authority you signed the contract and filed the claim against the county. Were you also acting for the dredger company?

Mr. McGrath—I considered I was acting for the dredger company, as well as for the county. I had Witter's receipt for the \$2,880, which authorized me to draw it from the county, and it was on this receipt that the Auditor drew the warrant in my favor.

Mr. Ryan—Well, who was paying you for your services?

Mr. McGrath—I did not receive a cent except what Witter was to give me. The people of the district were poor, and I would not have charged them a cent. That is why I say I paid Witter \$440 this morning that I did not owe him.

Mr. Ryan—Mr. McGrath, did you ever say you had paid money to any member of this board to have these claims passed?

Mr. McGrath—No, sir, I never said anything of the kind.

Hiram W. Johnson—Did Witter ever ask you for his money until he and Harris called on you the other day?

Mr. McGrath—Never until last week. The money was always ready for him, and I frequently sent word to that effect by Engineer Johnson.

Mr. Johnson—What did Witter say when notified that his money was ready?

Mr. McGrath—He said, "Well, let it go awhile." I always had the money ready for him.

LAWYER GETT TAKES A HAND. W. A. Gett, attorney for Reclamation District 349, and whose name had appeared so prominently throughout the inquiry, requested to be allowed to make a statement.

"In the fall of 1896," said Mr. Gett, "the land-owners of the district embracing Sutter Island got me to prepare their petition for a county road. I also prepared a resolution naming P. H. McGrath as Superintendent or overseer on behalf of all the parties interested, and under the general charge of Supervisor Jenkins of that road district. The petition was granted, the resolution was passed, and the contract signed between Elliott, Witter and McGrath was drawn in accordance with that resolution.

"In February, 1897, Mr. Witter came to me and said there was an absence of authority, so far as McGrath was concerned. We went to Clerk Hamilton and then learned that the District Attorney had advised a member of the Board of Supervisors that the board could not delegate such authority to another person.

"I suppose it was for that reason that the resolution was not entered on the record. I was present in this board when the resolution was adopted."

Mr. Ryan—For whom was you acting?

Mr. Gett—I was acting for the district and the petitioners, and McGrath was to be in charge of the work. Upward of \$10,000 was expended on the work, of which the people of the district have paid over \$9,000. They are entitled to their money. The work has been done, and the money should be paid.

District Attorney Ryan and Mr. Gett here had a long dispute over the matter of the county's liability for any portion of what had been done. Mr. Ryan held that the law had not been followed, and he could not see that there was any obligation resting on the county.

Mr. Gett said the road and levee had been ceded to the county, and that the county is obligated to pay its share of the expense. It has had the benefit of the work, and is bound by the terms of the resolution adopted by the board.

Mr. Elliott's Statement. Henry Elliott, President of the Sutter Island Reclamation District, was sworn and gave his version of the road matter. It had reference to the petition for the road and the character of the work done. The Golden Gate Company was the only one that had a machine suitable for the work, and for that reason was given the contract.

The understanding, said Mr. Elliott, was that McGrath was to oversee the work on behalf of the district and the county. He (Elliott) had seen a resolution adopted by the board, and supposed that McGrath was acting in accordance therewith. The district was to pay one-half the cost of the work, and was paid \$1,440. The county was to pay the other half. The Supervisors refused to deal with the dredger company, but had its dealings with the district.

Mr. Elliott said the first that he knew that the dredger company had not received its money from the county was when Witter and Harris told him last April.

In response to questions by Supervisor Jenkins, Mr. Elliott said the reason given by the board for not paying the remainder of the claims was that the levee had not been let down for a roadway. He admitted that it was to have been made a good, passable road, and ceded to the county, according to the petition, in consideration of the money to be paid.

District Attorney Ryan said the matter had now come down to the question of the payment of the claims still on file. He did not consider any of them as legal.

STATEMENT OF SURVEYOR BOYD. Surveyor Boyd being asked to make a statement of what he knew of the matter, said he was one of the viewers of the road, and had made an estimate of the cost of the proposed work. The Supervisors agreed to pay a sum not to exceed \$5,000, provided the district would pay a like sum.

It was a joint piece of work, said Mr. Boyd. The levee and road building was done as one could not be done without the other. He visited the island and estimated the amount of filling done by the dredger company, and after making a sufficient reduction to make the county safe, he estimated the proper cost of what had been completed at \$2,880. It was on these figures that the demand for that sum was made.

Mr. Boyd said he afterward complained to Mr. Harris that the work was not being finished as it should be, and he was not getting the money to carry on the work. He (Boyd) was interested in seeing that the county got a good road on the levee.

Mr. Witter here stated that Mr. Boyd had informed him that he was satisfied the proper quantity of material had been deposited.

Mr. Boyd replied the only way he could determine this would have been to make an actual measurement of the embankment, and this had not been done. He would not have his official sanction to anything but an actual measurement.

Mr. Ryan here remarked that he knew of nothing more to be done in the matter.

THE UNPAID BILLS. Mr. Witter said there was still the unpaid claims to be acted on. He was informed that the road on the levee was being used by the public, and that there was a report on file from the Trustees showing that it had been completed.

The report, signed by the Trustees, was read. It was to the effect that the work had all been completed, and that the district had paid out \$9,736.69 as its share of the expense. The Trustees asked that the county allow its portion of the unpaid claims.

Chairman Jenkins then moved that the claims be referred to the District Attorney.

Mr. Ryan said he could give his opinion then and there, and it was that the claims are not legal. The work was not done, and the money had not been paid. He would not have his official sanction to anything but an actual measurement.

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MEMORY A LITTLE CLOUDED. Lawyer H. W. Johnson, representing McGrath, asked Mr. Witter if he did not appear before the Supervisors last summer in relation to his claim, and when informed that McGrath had filed a claim for the same work, said that was all right.

Mr. Witter's response was that his memory was not clear on that point.

In response to other questions he denied that Engineer Johnson had ever told him that McGrath was ready to settle with him.

Mr. Johnson then got Witter to tell when he first heard of any alleged brooding, but Witter would not admit that he had heard of any division with Supervisors prior to the time the claim was allowed.

Witter evidently said that it would not be safe for him to acknowledge anything of the kind, so he was very evasive. He had previously stated that there was an "undercurrent" of understanding in regard thereto, but Attorney Johnson could not pin him down to admit any knowledge of the alleged brooding prior to the payment of the McGrath claim.

In the course of his statement, Witter intimated that Lawyer Gett had some knowledge of the alleged misuse of money and this brought Gett to his feet.

"You're a liar!" exclaimed Mr. Gett. "You're a liar!" he repeated, "and he lied. You are at the bottom of the whole thing!"

Mr. Johnson then took a few turns out of the dredger man. He called Witter's attention to the fact that he had certified to the claim for \$1,440 in January, 1897, and that the number of yards of earth specified were shown therein to have been based on figures obtained from District Engineer Johnson.

"Now," said Mr. Johnson, "is it not a fact that Johnson was a New York agent at that time, and the figures shown to you in your claim were not obtained from him?"

Witter at first was a little uncertain, but finally admitted that he might have got them from Surveyor Boyd.

Mr. Johnson said he knew of Witter how it was that he certified to the amount of his claim before he had the figures, but Witter, who is himself a lawyer, managed to evade his thrusts and nothing definite was brought out.

PARTNER HARRIS ON THE STAND. M. C. Harris, a member of the dredging firm, was next sworn. He said he knew very little about the matter under consideration, so far as the details were concerned. When he first spoke to McGrath about the \$1,440 the latter intimated that he had been given some of the money to get the claim through.

Mr. Harris then said that when he and Witter called on McGrath last week to get the money McGrath, after paying the \$1,000, told them they would have to put up some \$900 before they could get the rest of their claim through.

Mr. Jenkins—Did he state at any time that he had paid any money to members of the Board of Supervisors?

Mr. Harris—Yes; he mentioned the names of Morrison and Jenkins as persons to whom he had paid some of the money.

Mr. Harris said that in order to get the \$1,000 they gave a receipt for the \$1,440 in full. As to the truth or falsity of McGrath's statements he had no knowledge.

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