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THE ARMY OF THE POTOMAC.

Surprise of a Picket Guard—Loss of 40 Killed, Wounded, and Prisoners.

WASHINGTON, Monday, Jan. 2, 1865.

Information from the Army of the Potomac to the evening of Saturday, the 31st ult., is as follows:

"About daylight this morning our pickets on that portion of the front line between Forts Howard and Wadsworth, now occupied by the 1st and 3d Brigades of the 1st Corps, were surprised by about 300 Rebels, who charged upon them without any previous warning, and drove them back within the intrenchments, killing two, wounding three, and capturing thirty-five. The Rebels then gathered the blankets, knapsacks, etc., which our men left at the picket posts, and retired to their own lines without losing a man. The attack was so entirely unexpected, and the affair so quickly over, that the officers of our picket guard had not time to even give orders to the men, with a view to resistance, until they had fallen back upon the intrenchments. The assault was of a most furious character, the enemy charging with yells and firing rapidly as they advanced, very naturally inducing the belief that it was an attack in force. The scattering fire maintained by our pickets during their retreat was ineffective, and the enemy did not remain long enough for these behind the intrenchments to be aroused.

Nothing further of interest has occurred here for a few days past. The weather continued extremely disagreeable. To-night we are having a fall of snow, which melts nearly as fast as it descends."

FROM NASHVILLE.

Arrival of Union Officers Escaped from Columbia, S. C.—The Mountains of North Carolina Swarming with Rebel Deserters—Hood Retreating South of the Tennessee.

Special Dispatch to The N. Y. Tribune.

NASHVILLE, Tuesday, Jan. 3, 1865.

Thirteen escaped Union officers arrived here last night from Columbia, S. C., five of them having been two months in getting through. They had many hair-breadth escapes, and attribute their safe arrival to the negroes along the route, who in every instance furnished them food and lodging, and all necessary information.

They report the mountains of Western North Carolina as swarming with Rebel deserters.

The following are the names of the officers: Capt. H. B. Walpole and Capt. J. M. Gore, 123d N. Y.; Lieut. Carty, 151st N. Y.; Capt. A. M. Bronson, First Lieut. Columbia Cavalry; Lieut. H. Carroll and Capt. W. E. Fadden, 57th N. Y.; Lieut. W. L. Bates, 123d N. Y., and Lieut. J. Johnson, 9th Kentucky.

Hood, with the shatterred remains of his army, is retreating south of the Tennessee. Gen. Dana has cut the Mobile and Ohio Railroad below Corinth. A.

THE LAST CALL FOR TROOPS.

Proclamation by Gov. Fenton.

The President of the United States has issued this proclamation dated the 20th day of December, 1864, calling on the people of the respective States for 300,000 recruits. Those men are needed to strengthen the gallant armies now administering such effective blows to the Rebellion, to assist those who are so fearlessly risking their lives for the life of the nation, to aid Grant and Sherman, Sheridan and Thomas, Farragut and Porter in securing the fruits of the victories they have so bravely won. We cannot allow the enemies of the republic to triumph now when they are so nearly vanquished, when each successive fissentide resulting so auspiciously to the cause of the Union, and so disastrously to that of its adversaries. The war for the preservation must continue until the last enemy of the national supremacy shall be subdued. In the great contest in which the nation is unhappily involved, New-York has not been behind her sister States in earnest efforts and sacrifices. She will not be now. I do earnestly invite the people of this State to exercise the utmost diligence in filling the quota which may be assigned them under the call of the President. Believing ourselves to be inspired by the same lofty sentiments of patriotism which animated our fathers in founding our free institutions, let us continue to imitate their bright example of courage, endurance and faithfulness to principle in maintaining them! Let us be patient and persevere! Let there be a rally of the people in every city, village and town! Let all true patriots vie with each other in efforts to make up the numbers which may be required, so that when the 15th day of February arrives our quota shall be completely filled, and by men who will be anxious, not to avoid the discharge of a solemn duty, but to participate in the closing of the great struggle which is to result in settling the destinies of this Government upon a foundation firm as truth and righteousness.

In witness whereof, I have hereunto set my hand and affixed the privy seal of the State at the City of Albany this second day of January in the year of our Lord one thousand eight hundred and sixty-five.

By the Governor: REUBEN E. FENTON.

B. BROCKWAY, Private Secretary.

FROM NEW-ORLEANS.

Capture of a Blockade-Runner—Successful Expedition to Alabama—Destruction of Rebel Supplies, Railroads, and Depots.

CAIRO, Jan. 1, 1865.

The steamer Mollie Able, from New-Orleans 26th ult., has arrived here. She has 137 bales of cotton for Cincinnati.

An English schooner, a blockade-runner, with fifty bales of cotton, has arrived at New-Orleans. She cleared from Galveston, and was captured by the gunboat Princess Royal.

On the 13th of December, a force of about 2,000 men, comprising detachments from the Second Maine Cavalry, the First Alabama Cavalry, the Fourteenth New-York Cavalry, three regiments of Colored Infantry, and two places of artillery, under command of Col. G. D. Robinson of the Ninety-seventh Colored Infantry, left for a raid into Alabama, to sever communications by telegraph and railroad at Pollard's, and destroy such property and stores as might be found there. On reaching Pollard's, on the 16th, the place was found evacuated. The railroad depot, a train of eight cars, mostly filled with grain, a railroad store-house filled with grain, and Government property—Quartermasters' and Commissary's store-house, filled with stores, an Ordnance building with 2,000 stand of arms, and the trestle-work and a number of miles of the railroad were destroyed by our troops. This being accomplished, the expedition set out to return, but were met at Little Escubba by the enemy, under Col. Armstead, who opposed their crossing a bridge. The Colored Infantry made a successful charge, led by Col. Robinson, who fell, shot through the thigh, when half-way across the bridge. After Col. Robinson was wounded, the command devolved upon Lieut.-Col. A. D. Spurling of the Second Maine. A second attack was made by the enemy, which was repulsed, and the Rebels scattered through the woods with heavy loss, including Col. Armstead killed. Seven Rebel flags were captured. The expedition was not again molested. Our total loss during the expedition was 75 killed, wounded and missing.

The New-Orleans cotton market was at a stand-still. There was no inquiry, and no sales were reported. Sugar and molasses were in fair inquiry.

The steamer City of Cairo, from Memphis, arrived here, has 194 bales of cotton for St. Louis.

DEATH OF HON. JACOB M. MERSELES.—Hon. Jacob M. Merseles, widely known throughout the State of New-Jersey, died suddenly of paralysis at his residence in South Bergen, on Monday morning, after an illness of about thirty-six hours. Mr. Merseles was a member of the Legislature for three years, and was sheriff of Hudson County for three terms. Mr. Merseles established the various stage lines in Hudson County, and was the pioneer in establishing various city railroad lines. The funeral will take place at half-past 1 o'clock on the 4th inst.

THE WEED-OPDYKE LIBEL SUIT.

George Opdyke on the Stand.

SUPREME COURT—JAN. 3.

The trial of this case was resumed yesterday. The plaintiffs called

John J. Phelps, a retired merchant of New-York, who was asked if he had at any time been applied to by Mr. Morris Ketchum and his associates to join in the purchase of the Mariposa Estate. The defendant's counsel objected as irrelevant. Plaintiff's counsel proposed to show that the witness declined, for the purpose of showing that it was an enterprise so undesirable that very few could be persuaded to join in it, as evidence of good faith in those who undertook it. Allowed.

Witness—Mr. Ketchum sent me a pamphlet explaining the advantages and capabilities of the Mariposa property. He then called at my house, and said the property was offered at a certain price; I cannot say what the price was; I think Gen. Fremont was to give one quarter of his interest to the parties who would come forward and pay the debts; I told him I would be one of the parties, provided the property could be got possession of; there was no difficulty; some of the parties demanded gold; I made it a condition that certain parties who demanded $300,000 or $400,000 should take pay in currency; negotiations by telegraph were entered into and the party declined to take currency; I then said I would have nothing to do with it, owing to this, and the complications and trouble growing out of it; I considered it a very complicated affair.

By the Court—Was your refusal based upon the complication and trouble or want of pecuniary value in the property? A. Well, I thought it an exceedingly difficult thing to get hold of; I did not change my opinion as to its value, but I thought the complications reduced the value as good deal; that it could not be well got hold of.

Cross-examined—Q. Did you not understand the property to be ample security for the mortgage debt that would need to be raised upon it? A. I did not know of any mortgage; I was to advance so much money—I think $200,000 or $300,000; there was no talk of a mortgage with me; I supposed we were to take the position of the creditors by an assignment; that we would have to come in with a certain sum of money, and take the place of the creditors; there was nothing of a stock company mentioned to me.

Q. Were you offered one-fifth of $2,500,000 of stock? A. No sir.

Q. What was the advantage held out to you for your coming in? A. The more value of the property, with the incumbrances removed; that it might be improved to advantage.

Q. What share were you to have of the one-fourth to be devoted to that purpose? A. An equal share with Mr. Ketchum and Mr. Opdyke and Mr. Hoy—one fourth of the one-quarter; I think these proposals were made to me some time last Winter.

Q. You are pretty actively employed with your capital and means in operations that seem satisfactory to you? A. No; I cannot say I am; I keep it invested—not in speculations.

Q. Did you regard this as a speculation if you had gone into it? A. I do not know what I should call it; I probably should have considered it as a good investment if the debts were paid.

Q. You did not consider there was much risk of the money you should put in? A. I thought there was a good deal of risk; there was a great deal of difficulty in getting possession; the property was to be sold within a week, and immediate steps had to be taken; it was a great way off, and there was difficulty to get attendance; the price was the payment of the lien upon it; my impression is that $1,200,000 was to be paid in money without much delay; I suppose we were to take the place of creditors, and to receive the contingent advantage of the ¼ of Gen. Fremont's 4th.

Re-direct—Were you not mistaken in saying ¼ of ¼? Was it not ¼ of the whole estate to come out of Gen. Fremont's 6?? A. That may be.

Q. Did you not understand you were to have ¼ of a bonus for going into this operation? Yes. I understood it was to be ¼ over and above the debts, and I was to have one-fourth of that.

George Rusher, of Brooklyn, doing business at No. 16 Beekman-st., was called to prove that he knew the general reputation of Henry D. Stover; that his reputation for truth was very bad, and he did not think he would believe him under oath.

J. B. Waring, of No. 312 West Twenty-fourth-st., a machinist, was sworn. He testified that he was acquainted with gun machinery; that from December, 1862 to July, 1863, there was an advance in the price of machinery of from 25 to 50 per cent; he had occasion to inquire during that period, and was deterred from purchasing for other parties by the increase in price; iron had increased from 3d to 50 per cent, and labor 20 per cent.

Q. Is machinery rendered more or less valuable by being used two or three months? A. To the owners, or those using it, machinery is increased in value by a few months use; it runs more easily; in making tools there is considerable breakage, and in using tools there is very considerable loss from breakage and wear, and in gun machinery the tools mostly need are milling tools, and they require to be accurately made and kept in proper shape.

Cross-examined—I am thirty years old; have worked on silk and gun machinery, making gun sights; was brought up to the business of machinist; I attempted to buy milling machines in December 1862, and then ascertained the price which was from $200 to $300; I also tried to buy in June, 1863, but price had gone up and I did not buy; I went to Worcester and Hartford for that purpose.

John A. Schenck called by plaintiff—I have been a machinist 30 years; I have made a few gun machines; machinery, iron, and labor advanced in price from December, 1862, to July, 1863, from 20 to 50 per cent.

Cross-examined—Material has been advancing in price since July, 1863; I now pay 10 and 12 cents a pound for the same things that I bought for 4½ in 1863; I should not think that the wear of tools in a gun factory would be more than 10 per cent, without regard to replenishing.

William H. Armstrong called by plaintiff—I am a lawyer; in 1863 I was private secretary to the Mayor; I assisted in the correspondence in the office; a record was kept of official letters, and some important proclamations; (book produced;) on the 13th of July, 1863, a communication was addressed to Thomas C. Acton, President of the Board of Police Commissioners; I have no doubt it was sent; (communication offered in evidence; objected to as too remote from any issue.)

Mr. Field said that the counsel in his opening charged that Mr. Opdyke connived at the destruction of the armory.

Counsel for defendent denied that such charge was made.

Mr. Field said that questions were put to the witnesses with the view of showing that fact.

The Court allowed the record to be read.

Witness then read the communications to Mr. Acton, also one to Gov. Seymour, one to Gen. Wool, one to Gen. Sandford, and one to Admiral Paulding on the day of the riot; also telegrams to Gov. Seymour and Secretary Stanton.

Hervey K. Sheldon being called by plaintiff to testify to the character of Mr. Stover, said that his general character was pretty bad; he had but slight acquaintance with him and could not say as to his character for truth and veracity; from his general character I would not believe him under oath.

Charles E. Jenkins called by plaintiff—I am of the law firm of Jenkins, Opdyke & Ackerman; I sent out the commission to examine the Secretary of the Navy; I have received several letters from Mr. Brown, the commissioner at Washington, informing me that the Secretary had referred the question to the President, and the President to the Attorney-General; I received a telegram yesterday saying that he hoped to have a favorable answer this morning; I have telegraphed back to execute the commission if possible. (The object of the commission is to get the record of an alleged conviction of Mr. Stover of some criminal offense.)

George Opdyke sworn—examined by Mr. Field: Q. When and how did you become connected with the armory in question? A. My first connection with it was under a contract made in the name of Farley on one side and the patentees on the other, dated Dec. 13, 1861. Mr. Farley combining the interest of McNeil and myself, there had been a previous contract between the patentees and McNeil in the name of Hendrickson, dated Dec. 13, 1861; the contract with Farley was five days later; it was to manufacture 10,000 Gibbs's breech-loading carbines for the Government; after McNeil had obtained the contract in the name of his friend Hendrickson, he, Farley and myself had conferences with regard to taking that contract, and to making a coincident contract with Marston, the gun manufacturer, to produce the arms for us.

Q. What was the arrangement between you, Farley and McNeil? A. The distinct understanding between us was that after we had agreed upon the terms first with the patentees and secondly with the manufacturer, Marston, with the former at $21 50 and the latter at $17 50, leaving a profit on the two contracts of $4 per gun, McNeil should have $1 70, Farley 90 cents, and myself $1 70.

Q. What was said and done between you? A. McNeil informed us that in the obtainment of this contract he had made an advance of $7,500, which was to be repaid out of the first guns delivered, and he asked that I advance one-half or reimburse him one-half; he had given $5,000 in money and a draft on Hendrickson for $2,500, and he asked me to pay on the acceptance when due $1,250, and make up the one-half, which would be $3,750; then in making the terms with Marston, he required an advance of $5,000, so it was agreed that McNeil should advance one-half and I the other; that Farley should attend to making up all the papers, bring a lawyer, and they should be in his name; that he should take all the trouble of the contracts off our hands to be made in his name.

Q. Was there any other advances between you and McNeil at that time agreed upon or contemplated? A. That was the only advance contemplated; Marston said it was all he should require; it has appeared from the testimony of Mr. Jones that McNeil asked that Jones be a party; I peremptorily refused, and said, we have nothing whatever to do with it; and about the time the thing was consummated McNeil informed me, for the first time, having previously stated that he had money enough to advance half that amount, but not the whole; that this money was his wife's, and he desired that the interest should be considered in her name; I don't think I asked him if he had judgments over him, but I inferred so from this information; had I known that at the time the negotiation began, I should never have gone into a joint interest with him. Objected to, and excluded.

Q. After the first arrangement with Marston, were any, and if so what, advances made by you to him? A. Large advances was subsequently made to Marston; he had previously made guns mainly, if not exclusively, by hand, and was very much mistaken in the amount of capital required for making them by machinery; he called very rapidly for further advances until the amount had perhaps doubled; I refused to go further on what I deemed insufficient security in a business with which I was not familiar, and known to be hazardous, unless the contract was changed; he very cheerfully assented, and we made a new one, reducing the price of the gun to $17, on condition of my advancing $15,000; I went on and advanced perhaps double that amount; I then again refused to go on, fearing that, under his management the time of the contract might expire, and we would have the guns on our hands; I questioned him very closely about the time required, and he gave me assurance that with more money he would be able to get them out; I then agreed to advance $40,000 or $45,000 on condition that he would annul the contract and make the guns for $16 50. McNeil also agreed to abate 25 cents from his interest. I went on until my advances reached nearly $70,000; the guns were not completed, and we became fearful that Marston would not be able to execute the contract in time; we therefore deemed it important that some change should be made. I asked Marston to find some other capitalist to take my place; he did not—perhaps could not find one; then I asked him as an alternative, to sell the property to us; that if I should foreclose my chattel mortgage, the property should be sold to parties not engaged in manufacturing that gun; the machinery might bring very near its value, but the tools would bring very much less, and it might be ruinous and I might fail to get back my money; Mr. Farley had gone around and consulted different experts in the business, and we were satisfied that with proper management the guns could be made at a profit; so rather than injure Mr. Marston and sacrifice any money ourselves, we agreed to purchase him out at a fair valuation of the property; thereupon appraisers were chosen, their decision not to be final, but if both were satisfied with it the sale was to be consummated.

Q. What was the state of the contract at that time? A. The profit was $5 per gun, of which Farley was to get 90 cents, McNeil $1 45 and the balance was to come to me. The appraisement was made and McNeil, Farley and myself examined it carefully; some of the items struck us as being too high, but Colby and Knowlton, the appraisers, assured us that it was right, and we finally agreed to accept the valuation and make the purchase; the payments were made by cancelling the notes given by Marston to McNeil, $2,500, and to me amounting to nearly $70,000, and to pay a list of indebtedness representing property on the premises not otherwise inventoried, amounting to $16,500; McNeil being apparently more anxious than others to consummate the purchase, agreed without my knowledge to pay $5,000 in addition; Farley and I claimed certain deductions for rent, coal, &c., and it was finally compromised by this agreement of McNeil; Marston afterwards told me what he had done, and it was accompanied with a condition that I should discount the note at 4 or 6 months, which I agreed to do and the sale was consummated.

Q. By whom was the purchase made? A. It was made in the name of Farley, in the joint interest of himself, McNeil and myself.

Q. After that purchase who carried on the business? A. Mr. Farley was put in charge, and we employed as foreman Mr. Knowlton who assured us that he would be able to finish up the equipment and tools, and turn out finished guns in time to execute the contract; he seemed to be an energetic man and that was one of the reasons we were led to make the purchase; Knowlton remained until about the 1st of February, 1863; he failed to get on as rapidly as he promised and we had some intimations that he was in collusion with some of the sub-contractors, making a commission on their contracts; I never knew whether it was true; McNeil said it was certainly so; at all events it was sufficient to shake our confidence in him together with his want of success; so we got another man, Mr. Keen, who proved to be a capital workman, very energetic and very faithful, he went on and early in May began to turn out guns, two or three a day, and increasing the number from day to day till it reached at the time of the fire 50 per day.

Q. How much were you at the armory? A. I usually looked in about twice a week on my way down to the Mayor's office; I would question Keen very closely about the progress and make such observations as would occur to a mere layman not acquainted with machinery or tools; I saw the changes and was satisfied with the progress.

Q. On the 13th of July, 1863, what was the condition of the armory as regards prosperity or otherwise? A. At that time we were very well satisfied with its condition; the works were finished and the product quite as large as we had expected. Mr. Keen said that some few machines and tools were required to bring it to its ultimate capacity, and he believed from that time forward he could produce 50 guns a day at a very fair profit; we were very much encouraged, so much so that some weeks previous to the destruction I suggested to my son-in-law and one of my sons, who had mechanical taste, that if they would take up the business I would become a special partner.

Q. Did you make any estimate of the profit you expected to make out of it? A. Having nearly $[illegible],000 invested in it, according to my habit as a business man, I looked after my interest, and obtained all the information I could from the most trustworthy sources, from the superintendent and employés, and arrived at the conclusion (objected to) that from that time we could make from $4 to $5 a gun clear of the royalty; I took a good deal of pains to ascertain the facts, and found, as I believed, that the gun was one that would be very desirable, not only for the war, but for general sale at the West for men on horseback.

Q. Look at that statement (printed) of the account of the profit and loss on the armory, as it appeared when the claim was presented to the Board of Supervisors, and also as the matter was finally closed, and say if it is correct. A. Those two accounts are correct; the first was not made up in this precise form prior to the presentation of the claim; this is more accurate, being revised; the result of the last one is a balance against the concern of $1,255 34; the proceeds of the auction sale of debris do not appear here, they having been applied to the payment of debts which do not appear here; I have only Farley's statement for that.

Q. Tell the jury whether in the course of the riots there was any design on your part to have your armory destroyed? A. Not the slightest.

Q. You omitted nothing and did nothing with that view? A. Nothing whatever.

Q. What did you do to suppress the riot and protect the property of citizens? A. I arrived at the Mayor's office on the morning of the 13th about 10½ o'clock; I had been there not more than fifteen minutes before a messenger arrived stating that there was a serious riot in the upper part of the city; in about five minutes more another messenger came, and said that they were demolishing the Provost-Marshal's office in the upper part of the town; that the police had been driven back, and Superintendent Kennedy was very seriously injured, and that they had set fire to the premises; thereupon I at once addressed a note to the President of the Police Commissioners, also to Gen. Sandford, and another soon after to Gen. Wool; Gen. Sandford came over, and after some consultation on the defenseless condition of the city, in consequence of the regiments having been sent to Pennsylvania to repel the invasion, said he would do the best he could; we mutually agreed that it was best it should be done immediately, that the only way to put down the riot was to meet it in its inception with rigor and to use no blank cartridges; he at once went about the business; very soon Maj.-Gen. Wool came in, and he at once coincided with me, ordered out what troops he had in the vicinity, and joined me in efforts to collect them from the adjoining country; we sent telegrams besides those read here this morning; we sent a messenger to the Governor of New-Jersey, understanding that there were regiments at Newark; we sent to West Point to Utica, to Rochester and to the eastward for a regiment that had just passed through this city; meanwhile Commissioner Acton came into my office some twenty minutes after Gen. Wool had left; I asked him to join in the requisition that I had made for the militia, telling him that it was desirable to have all possible unity of action; he declined, thinking, I presume, that the proper time had not arrived; I learned afterwards that in the afternoon he did join in the requisition; about the time Gen. Sandford was leaving my office Farley came in and said that he had come down from the armory in the morning, and while down town had heard of the riot, and he thought the armory would be very likely to be attacked for the purpose of getting guns, in all of which we coincided; he then asked me if I would give him official authority to arm the workmen; I told him I had no doubt at all of the propriety, but as Gen. Wool was there I would consult him, which I did, and he coincided; so I gave him orders to arm his men, and told him to shoot down any one who attempted to break in, and to defend it to the last; some time in the afternoon, Farlee returned and stated that he had found the building in the possession of 25 or 30 policemen, that he had put arms and cartridges in their hands, and they felt entire confidence that they could protect the premises; I felt very much relieved, supposing that with the workmen and the police the premises were secure, the first attack having been repulsed; about four o'clock, having nothing more to detain me at the office, General Wool having his headquarters at the St. Nicholas, Gen. Sandford having gone to defend the arsenal on the west side of town, and the Police Commissioners' office being near the St. Nicholas, at the suggestion of the Sheriff made a third time, I went to the St. Nicholas, arriving there a little after four.

Q. Was Gov. Seymour there? A. Gov. Seymour was not in the city till the next day at 11 or 12 o'clock; all this time the alarm was very general; hundreds came to me saying that their premises were threatened; having no force to protect them, I stated to them very frankly that we had not police and military to meet the rioters actually at work, and it was therefore impossible to defend premises only threatened; about this time notices began to come demanding possession of property threatened, with a view to secure legal rights in case of destruction; these notices I sent to the Police Commissioners, who had joint control of the police and military forces; Gen. Wool was going to place Col. Nugent in command under him; I recommended Gen. Brown as an officer of more experience and capacity, and at the request of the Police Commissioners he was stationed at their headquarters to cooperate with them, being under the direction of Gen. Wool, who put himself under my direction; at the same time I went and asked the Police Commissioners to arm the police; up to 8 or 10 o'clock that evening we had failed to get the State militia under arms to the extent of more than 700 or 800 men, and there was some uncertainty whether they would be trustworthy, the thing threatening to assume a party aspect; the Commissioners felt unwilling to arm the police without the sanction of the Governor; I told them if they were unwilling to take the responsibility I would make the requisition and provide them with arms; they were armed sufficiently at the arsenal; they declined, however, to do it during the afternoon; Mr. Jones has testified that he came to me and notified me that the Police had been withdrawn; I assume that he is right, though I have no recollection of it; but I do know that some time in the afternoon Mr. Brooks, who felt a great personal interest in the matter in view of his royalty, told me that the Police had been withdrawn, and I learned from other sources that they had concentrated at headquarters ready to be sent out; I consulted with General Wool whether it was possible to detail any force to defend the armory; he had none, and Gen. Brown was cooperating with the Police Commissioners; Brooks said there was artillery on Governor's Island, and if he could get it he would guarantee to defend the armory; Gen. Wool gave the requisition, and Brooks went and got it; I learned that he arrived at the armory with his artillery after it had been fired; every possible effort was made by me to protect the property of every citizen, of course. I make no distinction between my own and the property of others. Meanwhile, during the afternoon my own dwelling was attacked and there was no police force to protect it, but the eloquence of some of our leading citizens dissuaded the mob and they went away; next morning it was again attacked; no police were there to defend it; I mention this because it has been stated that a force was sent there; my wife and youngest son were driven out, and made their escape through the back door into the basement of a neighbor's house; they got into a carriage, were chased by the mob who shouted murder after them, and came down to where I was.

Q. What did you have to do with the claim for damages, upon what principle was it made, and what did you think of it? A. There was some debris left, and my first care was in regard to that; my book keeper, Paret, said the remains would probably bring something, and it was important to gather them, or the boys would carry them away; so I went to the Controller and got his consent, and then authorized Paret to dispose of the debris, all the books being destroyed except the cash book, in consulting with Mr. Farley, and, I think Mr. Keen, as to how it would be possible to get at a correct inventory of such a multiplicity of articles and materials, we both agreed that it would be impossible to even approximate accurately; the suggestion occurred to me whether it would be proper to present the aggregate of the investment and liabilities, and deduct therefrom the receipts, waiving any claim for profit; but it at once occurred to me that that would not be a legal form, as the city authorities might assume that we had been doing a losing business, and would not know what property we had actually lost; casting about as to the best method, I having a large interest, being Mayor of the city, and my situation being a delicate and embarrassing one, I was anxious to make the claim as accurate as possible; Mr. Jones came into the office and suggested that the most feasible and practicable method would be to charge for the machinery and tools as they existed, and for the guns at the contract price less the cost to finish them; he gave me no figuring; he had a blank form in his hand—so many guns at such a price, less so much for finishing—or something in that way; the interview was very short and the conversation very brief.

Q. Did he make a statement of the expenditures and receipts, and the claims of Farley and McNeil and others? A. Nothing of that sort, no remarks whatever with regard to the rights of outsiders, merely as being a proper method of making out the account; I told him I would consider the matter and he might make the suggestion to Farley and we would consider it; I afterwards saw Farley and we carefully considered the question, and we decided that that was a proper, legal and correct method of presenting the claim; that if any profits had been made we were entitled to it; we hoped there had been some; we could not tell; I asked Farley to confer with Keene to know whether we could get an accurate account made in that form; he did so with Keene and the bookkeeper, and they thought they had sufficient data to get it up accurately in that way; I told Farley that if they felt confident of it, to authorize them to go on and I enjoined the strictest accuracy, and that whenever a doubt existed to give the city the benefit of it; not to charge a single item but what they were confident was there; they were some weeks, I think, completing it, certainly ten days to two weeks.

Q. Did you believe that to be a fair, honest and true mode of making out the claim? (Objected to—allowed—exception). A. I believed it to be a fair, just and honest mode, and a just, fair and honest claim, made out less than the actual value of the property lost.

Q. Have you any doubt about it? A. Not the slightest—never had.

Q. Was there any concealment? A. No, sir. (Objected to.)

Q. When this claim was being made up, was anything said at any time about the increased price of machinery, or its subsequent appreciation in value? A. Yes. It was represented to me by Mr. Farlee and Mr. Kean that material had advanced in price since the time this purchase was made, they felt that we were entitled to replace the same machinery and tools there, and they urged that it be charged at its the market value—what it would cost to replace it. I acquiesced in the justice of that form; but I felt it was a claim in which I had a large interest, and as I was one of the city officials, I would prefer to waive that portion of my right, and put it in at cost so as to prevent any furure criticism. This claim was presented to the Controller, then to the Supervisors.

Q. Had young conference with any of the Supervisors, in relation to this claim? A. The only one I recollect speaking to prior to the final consideration was with Mr. Purdy, once, possibly twice in my office; it was after the claim was examined by Mr. Blunt and before it was acted upon; I said to Mr. Purdy that the claim which had been presented in Mr. Farley's name, and in which I was interested, was a large amount of money to lay out of, and if he could do anything in having it acted upon, I should be obliged, without doing injustice to the claims of others; that I wished do priority in its consideration, but if anything could be done to expedite it I would be gratified; I never had any conversation with any supervisor in relation to it except him, and with him only, as to the time.

Q. When the matter came up before the committee, finally, state whether you were sent for? A. I had been been frequently sent for by the committee to come up and be present at the examination of various claims; I was sent for on this occasion more than once; when I reached the room some small claim was under consideration; then the claim of Mr. Wakeman was taken up; that was gone through with after various propositions in regard to reduction, and a liberal abatement made; then Mr. Farley's was taken up, and very soon after that was taken in hands, I said to the Supervisor: "Here is a claim in which I have an interest, and I feel it is indelicate for me to be present; but before leaving I will say this: I enjoined Mr. Farley and the others who were making up the claim to be as accurate as possible, and to make the claims just; it is for you to judge whether they have done so or not; I have no knowledge of its details, but I notice by your proceedings that your rule is to treat these claims with a great deal of freedom, and I desire you to treat this with the same freedom; I desire no forbearance because I am interested: I wish you to treat it with the same rigor and freedom as the rest;" I was not there on the action of the committee; I was not at the meeting of the Supervisors.

Q. Afterward the resolution came to you with 49 other claims for your approval? A. Yes, sir; may I state my reasons for approving? It came, I believe, in connection with some 40 odd others, all in one resolution; I feared it might possibly misrepresent me to approve a claim in which I had an interest myself; I felt, on the other hand, a very clear conviction that the claim, instead of being too large, was too small; there were no good grounds for cutting it down; being convinced it was right, and being unwilling to delay other claims for ten days in getting their funds, I felt it was my duty to sign it together with the others.

By the Court—Did you suppose that you could not refuse your assent to this claim and allow the others? A. That I believe was the case.

After the claim was paid I had a settlement with Brooks, the agent of the patentee; Mr. Farlee informed me that Mr. Brooks claimed the whole of the royalty on the 6,000 unfinished guns, and threatened to prosecute his claim unless it was paid; I had a conference with Mr. Brooks at my house; I insisted that equity demanded a deduction; he offered to settle with the payment of an additional $10,000, having already received about $11,000, the claim being about $26,000; being an abatement of $10,000; I offered to settle with him by giving him $5,000 more, which would make an abatement on the whole of $10,000; this he refused, and left with the declaration that he would prosecute unless we paid him $5,000 more; subsequently $5,000 was paid him; the settlement with Remmington was as it appears on the account.

Q. State whether you made any offer to McNeal, and what it was. A. After the City had settled the claim and we had settled with the patentees, McNeal came to the Mayor's Office and demanded a settlement with me; I told him I was prepared to settle with him just as soon as the account could be examined and adjusted; he claimed $2 a gun; I told him he had no such claim at all; that our interest was a joint one; that if there was a profit he was entitled to his proportion; that we had obtained from the City less than we were entitled to; that I was ready to settle with him on the basis of returning to him all the capital he had put in, with interest on it, and all the profits; that on a rough estimate the profits would net perhaps $2,000; he flew into a violent passion, and said he would make no such settlement at all; that he must have $20,000, which was the amount he claimed; I endeavored to pacify him; he was very anxious that Mr. Williamson should have something to do in the matter; we met at my house with Mr. Williamson; I repeated my offer, which he declined, and subsequently a suit was commenced in the name of his wife.

Q. Did McNeal say to you that the claim against the city was a great deal too small? A. He did; he said that the claim was too small; that it should be much larger; that they were omitting many things; afterwards met Mr. Hendrickson, the assignee; settled with him for $4,900 and odd; a check of $1,000 had been discovered by Mr. Farley, which it is supposed had been omitted from the advances by me, which was added to the profits; Mr. Hendrickson settled with me on the same basis I had proposed to McNeal; I said we should have a release from McNeal as well as his wife, as he had sometimes claimed to be part owner, sometimes sole owner; Mr. Hendrickson said he would obtain a power of attorney to sign a release; then he thought there might be difficulty, either he or Mr. Williamson said it was not necessary that McNeal should know for what purpose the power of attorney was needed; I did not propose that; I insisted on having the release of McNeal as well as Mrs. McNeal; they obtained it in their own manner, with which I had nothing to do.

Q. The libel says "Opdyke disclaimed any interest in the gun claim." Did you before the Supervisors, or any where else, to any human being, disclaim any interest in the gun claim? A. I did not.

Q. Did you or not set in the Committee investigating the claim of your son-in-law? A. No; I left, as I stated.

Q. Was the $25,000 received from the Government forgotten in making up this claim against the city? A. No, sir, not forgotten by myself or by any others making up the claim; it was not put in the claim against the city because it ought not; but it appears on the cash book and general assets of receipts and disbursements.

Q. Was any claim made against the city for the guns delivered to the Government? A. None whatever; or for the material or expenditure on these guns.

Q. In presenting the claim to the Supervisors did you declare that you had no pecuniary interest in it or not? A. I did not.

Q. I will read again "to qualify himself to act impartially and honestly for the tax-payers of New-York, he disclaims being interested in the gun claim." Did you disclaim being interested in the gun claim or not? A. I did not.

Q. Then again, "A partner after calling the ex-mayor a swindler, prosecutes for a share of the profits, and in his defense Opdyke made oath that he owns the largest share of the contracts which before the claim was paid he had repudiated." Had you ever made any such repudiation? A. No.

Q. Had you ever repudiated having an interest in that claim? The Court. It is most clear he never did.

Q. Will you state whether or not you repudiated having an interest in the gun claim? A. I never did.

Q. Tell the jury all about this story they have got up about your having sold the office of Surveyor to the Port? A. I certainly never sold the office of Surveyor.

Q. Have you ever had an conversation with McNeil about getting Mr. Andrews appointed Surveyor? A. None within my recollection whatever.

Q. Did you ever have any conversation with Williamson about getting Mr. Andrews appointed as Surveyor? A. None within my recollection.

By the Court—You may state whether you ever made such a bargain as stated by them or not. A. I never did.

Q. Did McNeil ever say to you that Andrews would give, or cause to be collected from the Custom-House, $10,000 if you would go for Mr. Andrews for Surveyor of the Port of New-York? A. Never.

Q. Did you ever say to McNeil, "Won't he cheat me," referring to Andrews? A. I did not.

Q. What were your relations with Mr. Andrews at the time he was appointed Surveyor? A. They were friendly.

Q. How long had they been so? A. For nearly two years, our political relations existed, and had been very friendly during that time.

Q. Will you state whether or not McNeil said to you, if you wanted anybody else to help do this, that is make this arrangement with Andrews, you should pick your way, and they would go together? A. I did not.

Q. Did you ever pick or choose Mr. Amor J. Williamson for any such purpose? A. I did not.

Q. Did McNeil afterwards ask you if you had seen Mr. Williamson on that subject? A. He did not.

Q. Did he ask you if things were satisfactory, and you said they were? A. The whole of that is a sheer fabrication.

Q. Did you ever tell McNeil that you would drop Mr. Stanton? A. Never.

Q. Did you afterward meet McNeil in Washington, when he reminded you of any such transaction? A. Never to the best of my recollection; I never met him in Washington at all.

Q. Will you tell me whether you met him and Mr. Andrews there? A. I think I never met him at all.

Q. You heard this story about meeting him in Washington, and being tapped on the shoulder. A. That is like the other; that is a sheer fabrication, the whole of it.

Q. Did Williamson ever go on any such errand for you, to make any such an arrangement, or be a witness to any arrangement with Mr. Andrews? A. He has not so stated.

Q. Did he? A. No sir; not to my recollection; perhaps, Mr. Field, I better state my own recollection of those circumstances..

Q. Did Williamson report to you at your store any conversation that he had with Andrews about your getting him appointed Surveyor of the port of New-York? A. He may have reported a conversation he had with Mr. Andrews, but not of that kind that was contained in his testimony.

Q. Anything about your getting Mr. Andrews appointed Surveyor? A. Nothing of the sort that I recollect; I was going to tell you that many political interviews between Williamson and myself, and McNeil and myself, have taken place; and some of them might have had relation to the office of Surveyor of the port possibly before, but certainly after the appointment; I didn't charge my mind with all the details that occurred on such occasions, but this I know, that I never did, directly or indirectly, with Mr. Williamson or McNeil or Mr. Andrews make any such; I never did have a conversation with either of them that contemplated the selling of my influence in favor of Mr. Andrews, for the consideration of his influence in raising money for the mayoralty election; I would have had to change my nature entirely to do that.

Q. Go on and state what you desired to state about your connection with that office. A. I and others had jointly recommended Henry B. Stanton, and there was another applicant advocated and recommended by others; that was Mr. Wakeman; it was understood the President favored Mr. Wakeman; and the Secretary of the Treasury, in whose department this office was, was in favor of Mr. Stanton; that controversy in relation to the appointment began immediately after the inauguration of the President, and remained in that position until shortly before the appointment of Mr. Andrews; I met him, as he has stated, together with Mr. Ullman and Mr. Brewer, and according to my memory Dr. Price was with them also, but that may not have been so, in front of St. Paul's Church; Mr. Andrews said to me, "I am going to be Surveyor of this port;" that is the first intimation I ever had that Mr. Andrews or his friends were applicants for that office; I expressed satisfaction that a friend of mine was to have that place.

Q. What was said? A. I said to Mr. Andrews, "I, as you know, have been a supporter, and am, of Mr. Stanton for that appointment, but if he cannot get it, I shall be gratified that another friend of mine gets it; it will be acceptable to me;" shortly after that I happened to meet Mr. Barney, and if it is competent to state the conversation which took place, I will state that I said I understood that Mr. Andrews has been, or is to be appointed