COUNTY GOVERNMENT.

Board of Supervisors.

JUNE 26, 1866—1 o'clock p. m.

OFFICIAL.

Present—Henry Smith, esq., President, Supervisors Stewart, Ely, Blunt, Tweed, Shook, Roche, Fox, Williams, Hayes and Bleakley—10.

The Board met, pursuant to adjournment, in their Chamber, No. 17 City Hall.

The minutes of the last meeting were read and approved.

PETITIONS.

Petitions of the following-named, for correction of tax, were presented, and referred to the Committee on Annual Taxes:

Nathaniel Ward,
Herriman Rees.

BILLS.

Bill of Frederick N. Cook, amounting to four hundred and five dollars ($405) for services as armorer Seventy-first Regiment, New-York State National Guard, from May 1, 1865, to January 31, 1866.

Which was referred to the Special Committee on Armories and Drill-rooms.

Bill of John W. Tyler, amounting to twenty-one dollars ($21), for taking down awnings, various County Offices, November, 1865.

Which was referred to the Committee on County Officers.

Bill of Johanna Bergen, amounting to thirty-nine dollars ($39), for cleaning Court-room and offices, Court of Special Sessions, during June, 1866.

Which was referred to the Committee on Criminal Courts and Police.

Bill of Archibald Hall, jr., amounting to three hundred and twenty-nine dollars and forty cents ($329 40), for painting, &c., County Offices.

Which was referred to the Committee on County Officers.

Bills of the following-named, for services as attendants on Courts of Over and Terminer:

William Ricketts, ninety-four dollars and fifty cents	$94 50
John Middlemiss, ninety-four dollars and fifty cents	94 50
William Cunningham, ninety-four dollars and fifty cents	94 50
John Duryea, ninety-four dollars and fifty cents	94 50
Henry Matthews, ninety-four dollars and fifty cents	94 50
Edward Witherell, ninety-four dollars and fifty cents	94 50
George N. Jones, ninety-four dollars and fifty cents	94 50
David Kyle, ninety-four dollars and fifty cents	94 50
John Collins, ninety-four dollars and fifty cents	94 50
Peter McArdle, ninety-four dollars and fifty cents	94 50
James McArdle, ninety-four dollars and fifty cents	94 50
William Devoe, ninety-four dollars and fifty cents	94 50
David A. Bostwick, ninety-four dollars and fifty cents	94 50
William D. Neally, ninety-four dollars and fifty cents	94 50

Which were referred to the Committee on Criminal Courts and Police.

Bill of A. Oakey Hall, amounting to five thousand three hundred and twenty-one dollars and ninety-four cents ($5,321 94), for disbursements, &c., as District Attorney, to July 1, 1866.

Which was referred to the Committee on County Officers.

Bills of the following-named for materials for the construction of the New-York County Court-house:

J. B. & W. W. Cornell & Co., iron per contract, fourteen thousand one hundred and forty-three dollars and twenty-four cents $14,143 24

Allen & Stevens, lumber, three thousand nine hundred and twenty-three dollars and six cents 3,923 06

Pay roll to June 23, 1866, six thousand three hundred dollars and six cents 6,300 06

Which were referred to the Special Committee on New Court-house.

REQUISITIONS.

Requisitions were received from the following named, for printing, stationery, &c.:

Clerk of the Court of Common Pleas.

Commissioners of Taxes and Assessments.

Which were referred to the Committee on Printing and Stationery.

A requisition was received from the Commissioners of Taxes and Assessments, for repairs to office.

Which was referred to the Committee on Annual Taxes.

COMMUNICATIONS.

The following was received:

NEW-YORK, June 26, 1866.

To the Honorable the Board of Supervisors of the City and County of New-York:

GENTLEMEN: In pursuance with the requirements of your honorable Board, I have the honor to report the number, health, condition, &c., of the inmates of the County Jail for the past six months.

The number of prisoners was as follows:

In month of January—Least number, twenty-five; greatest number, fifty-five.

In month of February—Least number, twenty-five; greatest number, thirty-six.

In month of March—Least number, twenty-six; greatest number, thirty-nine.

In month of April—Least number, twenty-seven; greatest number, sixty.

In month of May—Least number, thirty; greatest number, sixty-five.

In month of June—Least number, thirty; greatest number, sixty.

The average number of patients was slight, and only a few cases of sickness occurred in the first three named months, who regained their health in a short time. At present all inmates of the Jail are in good health. The attendance, cleanliness, ventilation, &c., can only be termed excellent.

I remain, very respectfully,
Your obedient servant,
JULIUS FRIEDEL,
Physician of the County Jail.

Which was ordered on file.

MESSAGE FROM THE MAYOR.

The following was received:

MAYOR'S OFFICE, NEW-YORK, June 25, 1866.

To the Honorable the Board of Supervisors:

GENTLEMEN: I am compelled to return, without my approval, a resolution adopted by your Honorable Body on the 18th instant, allowing to the Court of General Sessions ten (10) additional attendants, to be appointed by the Court, and to be paid the same salary which is paid to the other attendants.

My reason for doing this is that (as I am informed by the Comptroller) the whole of the appropriation for Judiciary expenses for the current year will be required to pay the salaries of those already connected with the Courts, and to meet obligations already incurred.

The employment of the additional officers provided for by this resolution would create a liability in excess of the appropriation, which is forbidden by section twenty-one of the "Act to enable the Board of Supervisors of the County of New-York to raise money by tax for certain County purposes," passed April 20, 1866.

JOHN T. HOFFMAN, Mayor.

Which was laid on the table, directed to be entered at length on the journal, and published in two newspapers, under the direction of the President and Clerk of the Board, by the following vote:

Affirmative—Supervisors Bleakley, Ely, Fox, Hayes, Shook, the President, Supervisors Stewart, Tweed and Williams—8.

RESOLUTION.

Supervisor FOX presented the following:

Resolved, That the salary of Robert C. Hutchings, Assistant District Attorney, be and the same is hereby fixed at five thousand dollars ($5,000) per annum, to take effect from the date of the passage of this resolution.

Supervisor STEWART moved its reference to the Special Committee on Salaries.

Which was lost by the following vote:

Affirmative—Supervisors Bleakley, Blunt, Shook, Stewart and Williams—5.

Negative—Supervisors Ely, Fox, Hayes, Roche, the President, and Supervisor Tweed—5.

On motion, said vote was reconsidered and the resolution referred to the Special Committee on Salaries.

Subsequently—

On motion of Supervisor Fox, the Special Committee on Salaries were discharged from its further consideration, and said resolution was then adopted by the following vote:

Affirmative—Supervisors Bleakley, Ely, Fox, Hayes, Roche, Shook, the President, Supervisors Stewart, Tweed and Williams—9.

Negative—Supervisor Ely—1.

And the same was directed to be sent to his Honor the Mayor for approval.

The Special Committee on New Court-House, to whom were referred the annexed bills for materials, &c., furnished for construction of New-York County Court-House, respectfully

REPORT:

That said bills are rendered for materials, &c., furnished for construction of New County Court-House, and are certified as correct by the proper officer.

The following resolution is accordingly submitted:

Resolved, That the bills of the following named for materials, &c., furnished for the construction of the New County Court-House, be audited and allowed:

J. B. and W. W. Cornell, iron, per contract, fourteen thousand one hundred and forty-three dollars and eighty-four cents $14,143 84

Allen & Stevens, lumber, three thousand nine hundred and twenty-three dollars and six cents 3,923 06

—and the Comptroller directed to pay them from appropriation for "Construction of New-York County Court-House."

Report accepted, and resolution adopted by the following vote:

Affirmative—Supervisors Bleakley, Blunt, Fox, Hayes, Shook, the President, Supervisors Stewart, Tweed and Williams—9.

Negative—Supervisor Ely—1.

And the same was directed to be sent to his Honor the Mayor for approval.

The Committee on Civil Courts to whom were referred the annexed bills, respectfully

REPORT:

That your Committee, after careful consideration, present the following resolution for adoption:

Resolved, That the bills of the following named:

Lewis Carpenter, repairs to Court-rooms, one hundred and thirty-three dollars and fifty cents	$133 50
T. J. Blanck & Sons, furniture Court Common Pleas, one hundred and forty-five dollars	145 00

—be audited and allowed, and the Comptroller directed to pay them from appropriation for "Lighting, Cleaning and Supplies."

Report accepted and resolution adopted by the following vote:

Affirmative—Supervisors Bleakley, Ely, Fox, Hayes, Shook, the President, Supervisors Stewart, Tweed and Williams—9.

And the same was directed to be sent to his Honor the Mayor for approval.

The Special Committee on Armories and Drill-rooms, to whom was referred the annexed bill of Nicholas Ryan, respectfully

REPORT:

That said bill is rendered for storing arms and equipments of the Ninety-ninth Regiment, New-York State National Guard, by order of the Commandant of said Regiment, who certifies to its correctness.

The following is therefore submitted:

Resolved, That the bill of Nicholas Ryan, for storing arms and equipments of Ninety-ninth Regiment, New-York State National Guard, from September 1, 1864, to November 1, 1865, be audited and allowed at three hundred and thirty-six dollars ($336), and Charles Haberstroh, rent of drill-rooms, June, 1864, to January, 1865, company A, Ninety-fifth Regiment, three hundred and twenty dollars ($320), and the Comptroller directed to pay them from appropriation for "Armories and Drill-rooms."

Report accepted and resolution adopted by the following vote:

Affirmative—Supervisors Bleakley, Ely, Fox, Hayes, Shook, the President, Supervisors Stewart, Tweed and Williams—9.

And the same was directed to be sent to His Honor the Mayor for approval.

The Committee on Annual Taxes, to whom were referred the annexed applications of the managers of the New-York Institution of the Deaf and Dumb, and the Nursery and Child's Hospital, respectfully

REPORT:

That they have examined the subject with much care, and find that it is the duty of the Board of Supervisors to make the appropriations asked for, for the use of the said institutions.

Your Committee also present herewith the opinion of the Legal Adviser, as to the payment of the claim of the Institution for the instruction of the Deaf and Dumb, to the effect that the same is a proper charge against the County.

The following is accordingly submitted:

AN ORDINANCE

MAKING ADDITIONAL APPROPRIATIONS FOR THE SUPPORT OF THE COUNTY GOVERNMENT FOR THE YEAR EIGHTEEN HUNDRED AND SIXTY-SIX.

The Board of Supervisors of the County of New-York do ordain as follows:

SECTION 1. The first section of the ordinance making the annual appropriations for the support of the Government of the County of New-York, approved by the Mayor, March 6, 1866, is hereby amended as follows:

The following additional appropriations are hereby made to and for the objects and purposes specified:

Deaf and Dumb Asylum—For the support and tuition of sixteen deaf mute pupils from the County of New-York, from April 1, 1859, to July 1, 1866, in pursuance of section 8, chapter 334 of the laws of 1857, three thousand dollars $3,000 00

Nursery and Child's Hospital—For the support and maintenance of children received into the institution, in pursuance of an act entitled "An Act relative to the Nursery and Child's Hospital of the City of New-York," passed April 7, 1866, two thousand five hundred dollars $2,500 00

Report accepted and resolution adopted by the following vote:

Affirmative—Supervisors Bleakley, Ely, Fox, Hayes, Shook, the President, Supervisors Stewart, Tweed and Williams—9.

And the same was directed to be sent to His Honor the Mayor for approval.

The Committee on Annual Taxes, to whom were referred the annexed petitions for correction of tax, respectfully

REPORT:

That your Committee have carefully examined said petitions, and have come to the conclusions as set forth in the following resolutions:

The following resolutions are accordingly submitted:

Resolved, That the tax on valuation of $ ——— personal property, assessed against G. W. White, for the year 1865, be and the same is hereby remitted, said White having been absent during the whole time the tax-books were open for examination, and having no personal property.

Resolved, That the tax on valuation of $ ——— personal property, assessed against J. C. Miller, for the year 1865, be and the same is hereby remitted.

Report accepted and resolution adopted by the following vote:

Affirmative—Supervisors Bleakley, Ely, Fox, Hayes, Shook, the President, Supervisors Stewart, Tweed and Williams—9.

And the same was directed to be sent to His Honor the Mayor for approval.

The Special Committee of the Board of Supervisors, to whom was referred for investigation the charge that grossly extravagant and improper contracts have been made by the persons directing the erection of the New Court-House, in reference to the purchases of iron, marble and bricks, and in the payment of sums for personal services, which involve the reputation of the Board of Supervisors, respectfully

REPORT:

That in view of the gravity of the charge, involving the reputation of private individuals, as well as members of the Board of Supervisors, your Committee determined that a prompt and thorough investigation should be made into the facts, that a true statement of the terms and conditions of the contracts for building the New Court-House, and as to whether its erection was managed and conducted with due economy, so as to protect the best interests of the County.

In carrying out this determination, your Committee held 13 sessions, required all the witnesses to be sworn, and presented to them every evidence which seemed possible to be obtained, from public or private sources.

Your Committee were unwearied in insisting upon these requirements by the testimony of the Supervisor making the charge.

On his examination, he admitted he had no personal knowledge whatever of any fraud; that he had never seen the iron contract, and knew nothing of it from his own personal knowledge; and that his charge was based upon the communication of Mayor Gunther to the Board of Supervisors in April, 1864, excluding letters addressed to the Mayor by three firms in the iron trade, and that having had nothing to do with the marble and brick contracts, his knowledge was no more distinct with regard to them than it was with regard to the iron contract.

He was then requested to suggest to the Committee the names of such persons as knew anything in regard to these contracts, and from time to time he suggested the names of witnesses from whom he thought could give the Committee information, all of whom appeared except two.

The Hon. Mayor Gunther subpœnaily summoned before your Committee, and also admitted that he knew nothing of his own personal knowledge of any improprietyment of the persons directing the erection of the New Court-House, or of extravagant prices paid for materials for its construction.

That all he knew about it was from representations made to him by others; that he was induced to write the letters to these firms by the statements of Mr. Reed of the Architectural Iron Works, who gave him the names of the firms to whom he should write.

Your Committee deem it important that these facts should be kept in mind in order that the foundation for these charges may be understood, and that what seem to be additional and accumulative charges are, after all, only the continued repetition of the statements of an irresponsible person, now dead, and a rival in business of the contractors on the New Court-House.

At the request of your Committee Supervisor Ely was examined as a witness at the third he came with Counsel, and conducted the prosecution.

At this session, during the examination of a witness, the prosecution charged that there was collusion in the four bids for the iron contract. The contractors furnishing the iron for the Court-House then asked that they might be represented by counsel, which was granted, and Henry A. Crabb, esq., subsequently appeared for them and in the Special Committee on New-York Court-House.

The succeeding sessions of your Committee up to and including the tenth, were devoted to the examination of witnesses for the prosecution.

Two sessions were then occupied in the examination of witnesses for the defense, and the closing session was occupied by the summing up of evidence.

The prosecution directed their case principally to impeach the iron contract, and most of the testimony taken, therefore, was on that branch of the work.

No evidence whatever was produced to substantiate the charge of collusion among the bidders, and in fact the witnesses for the prosecution disproved it.

A brief yet comprehensive statement of the facts elicited upon this investigation by your Committee, as to the iron contract, may be stated as follows:

That Mr. Kellum, the architect, was directed to invite proposals from good men in the iron trade—no names being suggested to him; that he selected several firms, who put in bids in September, 1862, and that the contract was awarded to the lowest bidder.

That the award of contract was made as follows: The bids were submitted to the Board of Supervisors at their session September 22, 1863, and upon motion of Supervisor Blunt, the Comptroller and Mr. Kellum were authorized to award the contract to the lowest bidder, and the Board then authorized the Special Committee to contract with J. B. & W. W. Cornell & Co. for the iron, they being the lowest bidders—every member of the Board being present, and voting in the affirmative. The Special Committee subsequently, on the 17th of November, presented a report to the Board of Supervisors, submitting the form of contract, which was approved by the Board.

That during the intervening time between September 23 and November 17, 1863, before the contract was approved, no objection or complaint was made by any one of the parties to the bids and the award of contract to Messrs. Cornell & Co. There was no excitement or public clamor against it.

That the attack upon the contract was first made by Mr. Reed, of the Architectural Iron Works, in the Spring of 1864, nearly six months after its approval, when Mayor Gunther, influenced by the representations of Reed, wrote to the firms whose names were furnished him by Reed, to ascertain if they had made any bids for the iron contract, and to inform him of the facts. The Court House, and transmitted to the Board of Supervisors a communication on the subject, April 4, 1864.

That the estimates of these three firms were made without seeing the plans. A member of one of them testified that they merely went over the building and looked at the iron work that was there, and had some conversation with the architect, and made their estimate as near as they could from what they could see. (Int. No. ——.)

These firms admitted that the architect gave them no data upon their estimates for Mayor Gunther was contrary to their usual custom, and was not a safe or correct way to make an estimate.

That their estimates were based upon the prices of labor and materials in September, 1863, without taking into consideration the advance in prices. (Int. No. ——.)

That, not having the plans, they had no idea of the aggregate amount of iron that would be put on the building, or the aggregate extent of the contract. (Int. No. ——.)

That they knew not what they made the estimate they could not receive the work, and that these figures were to be used by Mr. Reed to attack the contract.

And that, had they taken the work at the prices they estimated, they would have lost heavily, one of them testifying that his firm would have lost on every story.

That one of these firms had once furnished the iron for any large fire-proof building in this city. (Int. No. ——.)

That another of these firms had furnished the iron for the dome of the Capitol at Washington, and had received at seven (7) cents per pound, and that in now offering a bid to deliver Congress for an extra allowance of seven (7) cents additional per pound, supported by proof that the work has cost them that sum, without any margin for profit. (Int. No. ——.)

That the Architectural Iron Works (of which Mr. Reed was the Treasurer, and who originated the attack upon the iron contract of the New Court-House) has supplied the iron for the Kings County Court-House, and it also has made a claim for an extra allowance of fifty per cent, similarly supported, and receiving cent only.

The senior partner of one of these three firms was one of a commission which fixed a price of twenty-one and one-half (21½) cents a pound for the wrought iron work on the Harlem Bridge, equally familiar in cost to that on the New Court-House.

It was also in evidence that a person making an estimate for work of any magnitude without seeing the plans might get out of the way fifty to one hundred per cent. (Int. No. ——.)

That there was great uncertainty and excitement in the market at the time the contract was made. This contract for large quantities of iron for future delivery was then to be obtained, and that no sane man would take it at the price it would have given estimates for a work of iron in the interior of the Court-House, and covering the length of time to the completion of the Court-House, and covering the length of time to build, at the current prices of labor and materials in September, 1863.

This will also clearly appear by the following extract from the testimony of Mr. George R. Jackson, one of the bidders for the iron work:

"Interrogatory 130.—Was your bid based upon the market price of iron at the time it was made? No, sir.

"Interrogatory 131.—Upon what was it based? I asked the architect how long a period it would take to do this work; when it would be done. This was in the Fall of 1863. There was a great excitement in the iron market about that time. I had advices from the other side that there would be a considerable rise in iron, and the market was in a unsettled state. I wanted to know when the work would be done, and he told me it would probably take a period of two years. Upon the state of the trade and the prospect I made my bid."

Mr. Greer, another of the bidders, testified (Int. 626) that he based his estimate upon an advance of forty per cent. The actual advance was shown to have been much greater—at one time so great as to threaten ruin to the contractors.

That almost immediately after this contract was made, the prices of labor and materials for the iron trade began to advance, and continued to do so through the year 1864.

That the rise in prices commenced in 1861. From September, 1861, to September, 1862, the advance averaged per cent; up to November, 1863, ninety-one per cent; and to July, 1864, the advance was two hundred and eighty-two and a half. (Int. No. ——.)

There was great difficulty in getting orders filled at a fixed price. Neither the manufacturers nor dealers would sell for future delivery, except at market prices at the time of the delivery.

That pig iron alone had advanced in price to September, 1863, about fifty per cent, and by July, 1864, went up to two hundred and fifty per cent. (Int. No. ——.)

That the price of labor also steadily advanced, with the rise in the price of materials, until wages more than doubled.

That the contractors furnishing the iron for the New Court-House are men of high personal integrity and social position, and have for nobled, during the last four years, the iron work for the new buildings of the Board of Brokers, Mutual Life Insurance Company, A. T. Stewart, Claflin & Nelson, and for other large edifices, at prices ranging from ten to fifty per cent higher than those paid by the County, and in the aggregate amounting to several millions of dollars.

Your Committee have been thus particular to state these facts in order that the Board of Supervisors may be thoroughly acquainted with the line of evidence produced before them.

Your Committee do not deem it necessary to comment at length upon these facts.

The charge as to the iron contract not only was not substantiated, but the witnesses for the prosecution supplied the most important evidence showing the fairness of the prices.

The gist of the accusation, considered with reference to the evidence, amounts to this: That certain parties in the iron trade, influenced by Mr. Reed, of the Architectural Iron Works, stated to Mayor Gunther, in April, 1864, in answer to his letter, that they would have been willing in September, 1863, to have taken the contract at prices ranging from twelve to thirty per cent less than the contract of Messrs. Cornell & Co., and based upon the prices of labor and materials in September, 1863, and this, without seeing the plans or knowing the extent of the work, and altogether without taking into account the enormous advance in the prices of labor and materials.

They omitted to state to Mayor Gunther what they were compelled to admit to force your Committee, that had they obtained the contract at such prices they would have lost very heavily.

It seems to your Committee that a claim for an extra allowance, as was the custom of those firms in their public work, would have been made upon the Board of Supervisors, and might have delayed the erection of the building for years.

Your Committee also call the attention of the Board to the fact that the prosecution did not even attempt to show that the prices paid by the county under the contract are extravagant or above the current market prices for the work and materials furnished; only that other parties, imperfectly acquainted with the character and extent of the work, would have taken the contract at lower prices—and for money.

It will thus be seen that the origin of this charge, and all the charges and public rumors to the contrary, notwithstanding the letters from the three firms in the iron trade, and that the firms were induced to write through the personal solicitation and exertions of Mr. Reed, a rival in the trade against the contractors, and between whom and Messrs. Cornell & Co. there existed a personal controversy of long standing.

This correspondence and the accompanying letters, with Mayor Gunther's comments and headings, were afterward printed and circulated by unknown parties, with intention to injure the contractors, and have thus far successfully eluded inquiry.

Your Committee believe that they are fully warranted in pronouncing that the contract for the iron work on the New Court-House is neither extravagant nor improper; and, on the contrary, they are forced to the conclusion that it is the best that could have been made with parties of such foresight to require what has proved to be a fair price, and of sufficient character not to come in, when the work is finished, with a demand for extra compensation.

The prosecution called but one witness, who was examined in relation to the price of marble, and his testimony went to show that the County is paying less than the market rate at the time the contract was made.

During the investigation, Supervisor Ely desired your Committee to procure of Mr. Kellum, the architect, a statement of the number of solid cubic feet of brick work in the building.

Mr. Kellum complied therewith and furnished the Chairman the quantities. And at a subsequent session Supervisor Ely requested the Committee to direct Mr. Kellum to ascertain the weight of the iron by measurement, and also the quantity of marble in the building.

Your Committee offered to consider this, if the prosecution would charge that more iron, marble or brick had been paid for than had been furnished. This Supervisor Ely declined to do.

Your Committee, however, submit herewith the statement of Mr. Kellum, showing the solid cubic contents of the brick work of or carefully measurement, also a statement prepared by Mr. Wakefield who has had charge of the brick account under the Commissioners and the Board of Supervisors, since the commencement of the building, showing the number of the bricks paid for, and the number on the ground not used.

As to the iron, your Committee did not feel that it came within the scope of their duties to order an examination of the iron, to ascertain by measurement the weight of the iron in the building.

Such an estimate would involve great expense and considerable time, and require that a large portion of the iron work be taken down, as the weight could not be ascertained in any other way, except by guessing at the cubic contents.

As this request only implied that iron had been paid for which had not been furnished, and as the bills for iron and all other materials are duly verified according to law, and must be so verified before payment, in the absence of any direct charge, your Committee did not feel warranted in going out of the line of their duties to order so expensive an examination for the gratification of mere curiosity on the part of the prosecutor, and without his assuming any responsibility.

Beside, the contractors sustain a high reputation in the community as honorable business men, and it seemed to your Committee that their sworn bills should be deemed sufficient, especially in view of the fact that the prosecution declined to charge that more iron had been paid for than had been used.

As to the marble, an estimate of the quantity in the building would not provide for what has been cut away in working the stone into shape, stones lost from accidents and mistakes of the men and there is no way to ascertain this.

There is also a large quantity of marble on the ground, not used, which will be used in finishing the building.

As to waste, your Committee do not imagine that there has been more in the erection of this building than usually attends large, intricate buildings.

In regard to the brick, no evidence was offered by the prosecution as to the prices.

Your Committee learn that all the brick for the Court-House have been furnished by two firms, who are dealers in dealers in the City. They have been furnished from time to time as required in the erection of the building, at usual market rates, as is the custom of the trade. None of the brick have been furnished by contract.

The testimony as to personal services was confined to the same paid the architect and the bookkeeper.

The compensation of the architect (three per cent on the expenditures) was fixed by a Commission composed in part of the Judges of the Courts, and is the usual compensation of intelligent architects.

It is the same as that paid by James Gordon Bennett, esq., for The Herald building, and by Mr. Worthington, for the Exchange Building, and by the Board of Brokers, and Mutual Life Insurance Company, for their buildings, all of which have been commenced since Mr. Kellum was appointed on the Court-House.

The builder, Mr. C. H. Tucker, has the entire charge of carrying out the erection and construction of the building, pursuant to the plans and under the direction of the architect.

His compensation is five (5) per cent, which is only about one-half the compensation ordinarily paid for such services.

In conclusion, your Committee would state, that they have considered the charge and the testimony with much deliberation, and after careful and patient perusal of the same, have been unable to discover anything either in the terms and conditions of said contracts, or the furnishing of materials under them, which can be deemed extravagant or improper.

On the contrary, the prices paid are less than those paid by private parties for similar work and materials, the plans, specifications and working drawings have been prepared with great care and accuracy, and guard the interests of the County in every important and essential particular, more fully even than is usually required in the erection of first-class buildings.

The prosecution not only failed to substantiate the charges, but their witnesses proved directly that the contract prices were reasonable and just.

Your Committee submit that the hastily prepared estimates of rival contractors, made without seeing the plans and working drawings, and at prices unacquainted with the extent and duration of the work, on which they admit they would have lost heavily, do not establish or sustain a charge of extravagance.

Your Committee would call attention to the very full report of their proceedings herewith appended, and report their unanimous conclusion:

That the charges of Supervisor Ely are not only not sustained, but apparently disproved.

Your Committee would accordingly recommend that they be discharged from the further consideration of the subject.

JOHN FOX,
ANDREW BLEAKLEY,
DENIS ROCHE,
JAMES HAYES.

[Appendix.]

NEW COURT-HOUSE, SUPERINTENDENT'S OFFICE, No. 60 Chambers st.

Supervisor JOHN FOX, *Chairman of Investigating Committee.*

SIR: In accordance with your request I beg to state that on examining the accounts of expenditures on the New County Court-House I find that six millions five hundred and six thousand (6,506,000) bricks had been paid for previous to April 1, 1866, and at that time the estimated number of bricks on the ground not used was about two hundred and fifty thousand. Very respectfully yours,

ROBERT WAKEFIELD,
Clerk at New Court-House.

NEW-YORK, March 14, 1866.

Statement of the cubic feet of brickwork in walls and piers in the different stories of the New Court-House:

CELLAR.

	Cubic ft.
2 walls, 166 ft. x 11 ft. 9 in. x 8 ft. 3 in.	
Deduct openings, 37 ft. x 7 ft. 6 in. x 2 ft. 4 in.	5,140
4 walls, 46 ft. x 11 ft. 9 in. x 3 ft. 0 in.	
Deduct openings, 16 ft. x 7 ft. 6 in. x 2 ft. 4 in.	4,136
4 walls, 46 ft. x 11 ft. 9 in. x 3 ft. 0 in.	
Deduct openings, 132 ft. x 7 ft. 6 in. x 1 ft. 9 in.	2,627
16 piers, 3 ft. x 3 ft. x 11 ft. 9 in.	1,692
4 walls, 32 ft. x 11 ft. 9 in. x 1 ft. 0 in.	
Deduct openings, 72 ft. x 7 ft. 6 in. x 1 ft. 9 in.	866
8 piers, 2 ft. 4 in. x 2 ft. 4 in. x 11 ft. 9 in.	512
6 walls, 35 ft. x 11 ft. 9 in. x 2 ft. 6 in.	
Deduct openings, 64 ft. x 7 ft. 6 in. x 2 ft. 6 in.	4,396
4 walls, 34 ft. x 11 ft. 9 in. x 2 ft. 8 in.	
Deduct openings, 77 ft. x 4 ft. 6 in. x 2 ft. 8 in.	3,242
4 walls, 34 ft. x 11 ft. 9 in. x 2 ft. 8 in.	
Deduct openings, 8 ft. x 11 ft. 9 in. x 2 ft. 8 in.	4,026
2 walls, 34 ft. x 11 ft. 9 in. x 1 ft. 0 in.	
Deduct openings, 22 ft. x 7 ft. 6 in. x 1 ft. 0 in.	571
4 walls, 13 ft. x 11 ft. 9 in. x 1 ft. 0 in.	
Deduct openings, 36 ft. x 7 ft. 6 in. x 1 ft. 0 in.	416
4 walls, 16 ft. x 11 ft. 9 in. x 1 ft. 0 in.	
Deduct openings, 16 ft. x 7 ft. 6 in. x 1 ft. 0 in.	602
2 walls, 8 ft. x 11 ft. 9 in. x 1 ft. 6 in.	94
2 piers, 3 ft. x 3 ft. x 11 ft. 9 in.	423
8 piers, 4 ft. 6 in. x 3 ft. 0 in. x 11 ft. 9 in.	2,160
4 walls, 14 ft. 9 in. x 2 ft. 4 in. x 11 ft. 9 in.	2,190
4 walls, 8 ft. 6 in. x 3 ft. 4 in. x 11 ft. 9 in.	561
Total cubic feet in cellar walls and piers	36,685

BASEMENT.

	Cubic feet.
2 walls, 165 ft. 6 in. x 15 ft. 5 in. x 2 ft. 4 in.	
Deduct openings, 57 ft. x 7 ft. 6 in. x 2 ft. 4 in.	6,149
4 walls, 46 ft. 6 in. x 15 ft. 5 in. x 2 ft. 6 in.	
Deduct openings, 16 ft. x 7 ft. 6 in. x 2 ft. 6 in.	5,424
4 walls, 46 ft. 6 in. x 15 ft. 5 in. x 2 ft. 8 in.	
Deduct openings, 49 ft. 6 in. x 7 ft. 6 in. x 2 ft. 8 in.	5,699
4 walls, 25 ft. 4 in. x 15 ft. 5 in. x 2 ft. 8 in.	4,166
4 walls, 33 ft. 6 in. x 15 ft. 5 in. x 1 ft. 6 in.	
Deduct openings, 26 ft. 3 in. x 10 ft. 0 in. x 1 ft. 6 in.	3,461
4 walls, 31 ft. 4 in. x 15 ft. 5 in. x 1 ft. 0 in.	
Deduct openings, 24 ft. 0 in. x 9 ft. 0 in. x 1 ft. 0 in.	1,716
8 piers, 4 ft. 6 in. x 3 ft. 0 in. x 15 ft. 5 in.	2,376
4 walls, 6 ft. 0 in. x 3 ft. 4 in. x 15 ft. 5 in.	2,538
4 walls, 3 ft. 0 in. x 15 ft. 5 in. x 2 ft. 0 in.	927
4 walls, 8 ft. 0 in. x 15 ft. 5 in. x 1 ft. 8 in.	923
264 ft. backing behind mantle, 3 ft. 4 in. x 16 ft. 8 in.	
Deduct 46 openings, 6 ft. 2 in. x 12 ft. 0 in. x 3 ft. 4 in.	29,820
4 piers, 1 ft. 4 in. x 2 ft. 8 in. x 16 ft. 8 in.	747
264 ft. wall under windows 6 ft. 8 in. x 2 ft. 4 in.	442
Total cubic feet in basement walls and piers	46,196

FIRST STORY.

	Cubic feet.
2 walls, 165 ft. 0 in. x 23 ft. 9 in. x 2 ft. 6 in.	
Deduct openings, 57 ft. 4 in. x 11 ft. 0 in. x 2 ft. 6 in.	8,714
4 walls, 46 ft. 0 in. x 23 ft. 9 in. x 2 ft. 8 in.	
Deduct openings, 48 ft. 0 in. x 11 ft. 0 in. x 2 ft. 8 in.	6,099
2 walls, 48 ft. 0 in. x 23 ft. 9 in. x 1 ft. 0 in.	
Deduct openings, 8 ft. 0 in. x 11 ft. 0 in. x 1 ft. 0 in.	6,576
4 walls, 41 ft. 0 in. x 11 ft. 0 in. x 2 ft. 0 in.	
Deduct openings, 16 ft. 0 in. x 10 ft. 0 in. x 2 ft. 0 in.	6,030
4 walls, 25 ft. 0 in. x 23 ft. 9 in. x 1 ft. 8 in.	
Deduct openings, 36 ft. 0 in. x 23 ft. 9 in. x 1 ft. 8 in.	4,752
4 walls, 26 ft. 0 in. x 23 ft. 9 in. x 1 ft. 8 in.	
Deduct openings, 26 ft. 0 in. x 10 ft. 0 in. x 1 ft. 8 in.	5,072
4 walls, 33 ft. 0 in. x 25 ft. 0 in. x 1 ft. 6 in.	
Deduct openings 30 ft. 0 in. x 11 ft. 0 in. x 1 ft. 6 in.	2,775
4 walls, 6 ft. 0 in. x 2 ft. 0 in. x 22 ft. 9 in.	
4 walls, 2 ft. 6 in. x 3 ft. 9 in.	8,025
3 walls, 47 ft. 0 in. x 2 ft. 8 in. x 23 ft. 9 in.	
Deduct openings 54 ft. 0 in. x 2 ft. 8 in. x 8 ft. 0 in.	2,861
264 ft. backing of front wall 2 ft. 0 in. x 23 ft. 9 in.	
46 openings 6 ft. 2 in. x 12 ft. 0 in. x 2 ft. 0 in.	25,606
264 feet wall under window 3 ft. 2 in. x 0 ft. 8 in.	
	79,010

SECOND STORY.

	Cubic feet.
2 walls, 165 ft. 0 in. x 2 ft. 0 in. x 20 ft. 10 in.	
Deduct openings 57 ft. 4 in. x 11 ft. 0 in. x 2 ft. 0 in.	11,638
4 walls, 46 ft. 0 in. x 11 ft. 0 in. x 2 ft. 8 in.	
Deduct openings 8 ft. 0 in. x 11 ft. 0 in. x 2 ft. 8 in.	7,109
2 walls, 48 ft. 0 in. x 20 ft. 0 in. x 1 ft. 0 in.	
Deduct openings 8 ft. 0 in. x 11 ft. 0 in. x 1 ft. 0 in.	8,088
4 walls, 43 ft. 0 in. x 20 ft. 10 in. x 1 ft. 0 in.	
Deduct openings 21 ft. 4 in. x 12 ft. 0 in. x 1 ft. 0 in.	9,275
4 walls, 25 ft. 0 in. x 20 ft. 10 in. x 1 ft. 6 in.	
Deduct openings 13 ft. 0 in. x 12 ft. 0 in. x 1 ft. 6 in.	6,354
4 walls, 38 ft. 0 in. x 20 ft. 10 in. x 1 ft. 8 in.	
Deduct openings 13 ft. 0 in. x 12 ft. 0 in. x 1 ft. 8 in.	7,551
4 walls, 14 ft. 0 in. x 20 ft. 10 in. x 1 ft. 0 in.	
Deduct openings 13 ft. 0 in. x 12 ft. 0 in. x 1 ft. 0 in.	1,497
4 walls, 10 ft. 0 in. x 10 ft. 0 in. x 1 ft. 8 in.	
Deduct openings 8 ft. 0 in. x 7 ft. 0 in. x 1 ft. 8 in.	220
4 walls, 6 ft. 0 in. x 3 ft. 0 in.	
4 walls, 6 ft. 0 in. x 3 ft. 0 in. x 30 ft. 10 in.	11,470
4 walls, 22 ft. 0 in. x 3 ft. 0 in.	
244 feet backing of front walls 2 ft. 0 in. x 20 ft. 10 in.	
Deduct 46 feet backing of front wall 2 feet 0 in. x 12 ft. 10 in.	40,749
Deduct 52 openings 3 ft. 0 in. x 2 ft. 0 in. x 10 ft. 0 in.	749
20 ft. wall under windows, 3 ft. 0 in. x 2 ft. 0 in.	560
Backing up of pediment 40 ft. 0 in. x 2 ft. 0 in. x 7 ft. 0 in.	
Total cubic feet in second story walls	104,996

AMOUNT OF SQUARE FEET OF BRICKWORK IN FLOOR-ARCHES, IN THE DIFFERENT STORIES.

Basement Floor.

4 rooms 43 ft. 8 in. x 36 ft. 0 in.	6,064 sq. ft.
2 rooms 47 ft. 10 in. x 27 ft. 6 in.	2,929 sq. ft.
4 rooms 43