where, although I have made most diligent search; but I have found in the proceedings of the Board of Supervisors all the bills which were approved by the Mayor. Examine that document, if you please, and see whether or not the data which you desire are to be found there. A.—I can find some names here right off. This is the year 1868.

Q.—Where are they? A.—They are on page 557 of the proceedings of the Board of Supervisors of '68.

SOME PARTIALLY FRAUDULENT BILLS.

Q.—Will you give the names? A.—Geo. S. Miller.

Q.—What is that bill? A.—Repairs to armories.

Q.—Give the bill, the name, the date and the amount, if you please. A.—That is not here—the amount is here, but no date; this is $448 20; Keyser & Co., repairs to armories, $3,378 34; Ingersoll, Watson & Co., furniture for armories, $40,547 09; Ingersoll, Watson & Co. again, $5,800. I find on page 578, Geo. S. Miller again, $2,092 68; Ingersoll, Watson & Co., $5,956 50; the same again, $7,814; A. J. Garvey, $15,200. On page 579, J. T. Barnard & Son, $5,53 50. I find on page 581, A. J. Garvey, $18,982 49; Ingersoll, Watson & Co., $7,855 62; Ingersoll, Watson & Co. again, $7,460 67. I find a bill here also of Gregg Bros., amounting to $600 63. We had no dealings with them; that bill was probably one of Mr. Ingersoll's bills. He used to change names. I don't know anything about Gregg Bros., but the supposition is that that was one of Ingersoll's bills, although I don't know that. That is my idea at the present time. Keyser & Co., $11,523 34; Charles H. Jacobus, $1,733 34; George S. Miller, $3,177 68; Miller again, $4,669 03; Miller again, $4,963 54. I want it understood, Mr. Counsellor, if you please, that I don't say that these bills were fraudulent, but I mean that the 15 per cent came off them.

Q.—Fraudulent in part? A.—I believe they were fraudulent in part. They must have been fraudulent in respect to the 15 per cent, at least.

Q.—The bills were all raised to the extent of 15 per cent, which was paid to the members of the ring? A.—That is my supposition, from the fact that the members of the ring received 15 per cent on those bills. I know it as well as I can know anything. I know we were in the habit of receiving constantly from these parties, and that no bills would have been passed if we had not received on them.

Q.—You say these parties were in the habit of paying members of the ring 15 per cent upon all bills paid them? A.—That was the understanding.

Q.—You know these parties were in the habit of paying this, and that the ring never would have allowed any bill to pass upon which the 15 per cent was not arranged? A.—Yes, sir.

Q.—(By Alderman Cowing.)—Do I understand that that 15 per cent was in excess, or that 15 per cent was taken off the legitimate bills? A.—I know nothing about the legitimate bills. I know the 15 per cent was taken off.

Q.—(By Alderman Cowing.)—Under instructions from the Supervisors to add 15 per cent more? A.—Under the understanding that their bills as they stood would have the 15 per cent taken, taken off from them.

Q.—Now, with regard to these claims, do I understand that the members of the ring, or some member of the ring, had an understanding with the claimants that they should so arrange their bills that the ring should have 15 per cent? A.—Of the amount of the bill.

Q.—And this understanding was had by the ring, or some member of the ring, with the persons who were about to present claims against the City Government for materials furnished, or labor done? A.—Not in the individual cases, but as a general understanding.

Q.—With each individual? A.—With each individual, but not in each individual case.

Q.—You mean to say the arrangement was not with reference to any particular bill, but in regard to all bills? A.—Yes, sir.

Q.—Go on if you please, with the bills. A.—On page 612 is Jacobus again, $1,447 58; Keyser & Co., $6,075 83; Keyser again, $4,281 59; Garvey, $8,029; Ingersoll, Watson & Co., $14,915 36; the same, $4,161 25. Page 620, Ingersoll, Watson & Co., $3,023; again, $926. Then here follow a lot of small bills, $200, $300, or $400, of the same parties mentioned before; then Ingersoll, Watson & Co., $7,828. Then follows a lot of bills on page 613, not amounting to much, and of the same parties again.

Q.—It is suggested to me by members of the committee that, under the present aspect of this case, it will not be necessary for you to name the same parties more than once. Go over it, if you please, and every time you come to a name that you have not yet mentioned, you may give that, but you need not repeat names over and over again.

Q.—(By Alderman Cowing.)—I understand you to say all these bills where the percentage was paid, were fraudulent? A.—No; the understanding on those bills was to have 15 per cent taken off them to give to the ring.

Q. (By Alderman Cowing.)—In every case that you have mentioned? A.—Yes, sir; that is, I don't specifically recollect every case; no human man could do it.

Q. (By Alderman Cowing.)—But it was the rule? A.—It was the rule.

Q.—You can go ahead and state them seriatim—the whole of them. A.—Page 631, John T. Barnard & Son, fuel, $5,025 50; same firm, $1,962. Page 632, Ingersoll, Watson & Co., $4,934 46 for furniture; again, Ingersoll, Watson & Co., $4,109 63; Keyser & Co., $5,429 49. Page 639, E. V. Haughwout, $74,966 91; J. B. and W. W. Cornell, $77,000; Keyser & Co., $31,242 06; Andrew J. Garvey, $33,582. Here is a concern—I guess I won't mention them: I think they paid 15 per cent, but I am not sure. I will submit it to counsel. I will mention it with the reservation that I am not positive at the present time.

Q.—Go on. A.—The East Chester Quarry Company.

Q.—Who composed the company? A.—A gentleman named Masterton composed the company, and did all the work.

Q.—What is his first name? A.—That I have forgotten. It will probably come up in some of these books again. Ingersoll, Watson & Co. again, for furniture, $5,953 29; Ingersoll, Watson & Co. again, $16,872 06; Barnard & Son, $3,003 for coal and wood. There are some of these that, on looking over this list, I think paid the 15 per cent, but I won't mention them without being morally positive. On page 643, Ingersoll & Co., $6,439 43; Keyser & Co., $2,738 97; Ingersoll & Co., $8,364 for furniture; the same, $8,267 19; Keyser & Co., repairs, $2,747 29; again, Ingersoll & Co., $8,673 28. On page 645, Ingersoll, $9,277 54. On page 686, Garvey, $15,934 73. On page 687, Garvey, $11,499 99. I mean A. J. Garvey when I say Garvey. On page 687, Ingersoll & Co., $4,608 35; again, $42,240 82; Ingersoll again, $2,891 62; again, $4,608 35. On page 709, Ingersoll & Co. again, $23,508 18. On page 712, Ingersoll & Co., $39,600; Garvey, $1,209 82; Miller, $19,489 70. On page 617, Garvey, $37,537 21; Garvey again, $17,877 90; Ingersoll, $129,013 02; again, $28,464 50; Miller, $10,440 31; Gregg & Co., $22,463 39; Keyser, $15,684 84. When I say Gregg & Co., the same remark applies as before. I think it was Ingersoll's bill, and not Mr. Gregg's. I think he has sworn somewhere that all these bills were his own. I mention this because I see that Gregg has been exonerated by the counsel for the prosecution in all his cases. What I say I don't know of my own knowledge, but I believe that to be the fact, and when I mention Gregg I mean that to be understood as Ingersoll.

FOR GREGG READ INGERSOLL.

Q.—You mean that where you mention Gregg you mean James H. Ingersoll? A.—Yes, sir. Rowe & Co., stationery, $62,907; again, $10,010; J. O. Seymour & Co., stationery, $71,351; Seymour again, $10,608.

Q.—Is Seymour the real name? A.—It was the real name at that time, but since he has gone out of the firm. It was afterwards changed to Kennard & Hay. Page 624, Ingersoll & Co., $87,610 57. Page 642, Ingersoll, $2,088 76; again, $45,098 28; Keyser & Co., $9,877 65; again, $11,597 94; Miller, $26,160; A. J. Garvey, $32,871 05. Page 708, Seymour, Kennard & Hay, $14,908 16. Page 745, Miller, $49,325 94; Ingersoll, $104,660 77. Page 750, T. W. Rowe & Co., $12,667 75; again, $12,812 50; Seymour, Kennard & Hay, $13,332 95; again, $12,787 45. Page 751, Ingersoll & Co., $40,873 17. Page 752, Garvey, $13,298 01. Page 796, T. W. Rowe & Co., $12,265 80; again, $12,706 25; Seymour & Co., $12,563 10. Page 798, Edward Jones, $43,343 83. Page 801, Garvey, repairs, $55,892 25; Ingersoll & Co., furniture, $86,681 70; Keyser & Co., repairs, $9,383 89. Page 802, Keyser & Co., $26,820 97; Ingersoll, $38,906 71; Garvey, repairs, $88,953 20; Miller, $15,415 45. [Here Mr. Tweed took up 1869.] Page 429, Ingersoll & Co., furniture, $55,791 56; J. A. Smith (that, I believe, means Ingersoll), $15,786 40; Garvey, repairs, $41,810 28; Gregg & Co., $19,233 17; Keyser & Co., $54,397 60; Miller, $27,937 51; Rowe & Co., stationery, $10,351 56; William C. Rogers & Co., stationery, $25,826 96; Seymour, Kennard & Hay, $9,456 55; again, $9,893 60.

Q.—Who composed the firm of William C. Rogers & Co.? A.—I don't know that I could say; I think Edward Jones was the "Company."

Q.—Was it William C. Rogers and Edward Jones? A.—Yes, sir.

Q.—Was J. Jarvis Jones a member of the firm of Rogers & Co.? A.—I think not. He was a member of the original firm of E. Jones & Co., but I don't think he followed him; there was another gentleman, whom I cannot remember, who was a partner of this Jones & Co., but, as I understand, it was only Rogers and Jones here. Page 433, E. V. Haughwout & Co., $36,142 68.

Q.—What for? A.—Gas fixtures for the Court House. Cornich & Co., $65,599 18.

Q.—Those are the iron men? A.—Yes, sir, East Chester Quarry Company, stone, $67,961 75. Page 492 in the second volume, Geo. S. Miller, $63,848 40; Miller again, $17,639 76; Ingersoll & Co., $30,060; Ingersoll & Co., again, $48,654 52; A. J. Miller—who was James H. Ingersoll—$47,457 56; Keyser, $67,614; Philip F. Donnarumma—who was A. J. Garvey—$59,795 85.

Q.—Indicate each time, by a word or two, what it is for. A.—It does not say here, but I know it is for repairs. Donnarumma was Garvey. A. J. Garvey himself, $39,766 16; Keyser & Co., repairs, $34,474 90; Keyser & Co., repairs, $79,280 55; Rogers & Co., stationery, $47,851 61; Garvey, repairs, $153,855 50; Ingersoll & Co., $18,823 14; Keyser, $17,614 for plumbing; Donnarumma, $59,795 85—that is the same amount as the other one; Ingersoll & Co., $48,654 52; Miller—who is Ingersoll—$47,457 36; Garvey $38,706 16. Page 592, Ingersoll & Co., furniture, $28,608 17; A. J. Miller—who was Ingersoll & Co—$22,612 10; Garvey, $30,975; Keyser & Co., $12,395; Miller, $25,948 38; also, again, $8,147 88. [Mr. Tweed here took the volume containing the proceedings of 1870, and examined it.] That is all.

Q.—Mr. Chairman, that exhausts the printed documents that we have. A.—All the larger bills. There are small bills through there for the same parties that I did not mention.

Q.—The rest of it down to ——? A.—It was 1860 up to 1868 that we have not got yet. I don't pretend that I am thorough in that, but I have taken them as I have seen them in the books. I think I am correct in everything except the small amounts. Wherever these names are found in the book you can rest assured that that percentage came off.

WHO MADE THE ARRANGEMENTS?

Q.—Who made those arrangements with regard to the percentage with these parties? A.—Give me the names of the different parties. I made the arrangements with Ingersoll, Watson & Co.

Q.—Who made it with Garvey. A.—I think I made that. I know I did.

Q.—Who made it with Keyser & Co.? A.—I made that also.

Q.—Who made it with C. D. Bollar? A.—That was Ingersoll. Bollar was Ingersoll.

Q.—You made the arrangement with Ingersoll? A.—Yes sir. There are two Ingersolls." One is Ingersoll & Co., the other is James H. Ingersoll. I made it with James H. Ingersoll.

Q.—Who made it with William C. Rogers & Co.? A.—That floated along; I don't know how that came. It was a natural sequence. I generally got the money from him.

Q.—With regard to these persons that you say you made the arrangements with, state the nature of that arrangement. What did you say to them, and they to you? A.—That they must prepare their bills and send them in, and when the money was received, they were to pay 15 per cent to me.

Q.—Was it the understanding that they should send in their bill for a larger amount than the proper one? A.—They should make the bills sufficient to stand the 15 per cent to be taken off; 15 per cent taken off was about 20 per cent to be added to the bill.

Q.—The understanding was that they should add about 20 per cent to their legitimate bill in order that the 15 per cent might be taken off, and was done in all these cases? A.—Yes, sir.

Q.—Now, with regard to Cornell, the iron man? A.—I had something to do with that, but most of that was done by the man who was Superintendent of the Court House at that time; I have talked to one of the members of the firm.

Q.—Which one? A.—I cannot tell which it was by name.

Q.—Cannot you describe him so that we will know? A.—It was the gentleman that was always laughing, and always around the Court House, and he appeared to be doing the work there.

Q.—Did you make this kind of arrangement with him? A.—The same exactly as with the others; but after a while that floated out of my hands, as did most of this work, and floated into the hands of Cummings H. Tucker, the Superintendent of Construction of the Court House. In the last year or two, Mr. Tucker used to receive the percentage from Cornell and pay it to me, or to Mr. Smith, which was the same thing.

Q.—You say Cummings H. Tucker was Superintendent of Construction of the Court House? A.—Yes, sir.

Q.—What do you mean by saying it floated into his hands? A.—I had so much to do I could not attend to it, and he had charge of everything here, and we had to do some work through him, and nobody was afraid of being cheated, because we knew what the bills were.

Q.—Was that before the appointment of the Court House Commissioners? A.—That was while the Supervisors had the construction of the Court House in their hands.

Q.—What did Cummings H. Tucker do with regard to this matter? A.—He approved the bills, presented them to the Board of Supervisors, and after the lapse of a few days it was either handed to me or to Mr. Smith—the percentage. Generally to myself, however.

Q.—How were the percentages collected with regard to those other claims, apart from those that you have said Tucker had? A.—They were either handed to me or to the Superintendent in charge.

Q.—By whom handed to you? A.—By the parties themselves.

Q.—When was this percentage divided? A.—The one that received it would divide it either that day or the next day.

Q.—How, in money or in checks? A.—In money or checks. Sometimes they would run along a dozen or twenty bills, and then one percentage would be paid.

Q.—You say paid in money or checks. Are any of the checks by which payments were made in existence? A.—Yes sir.

Q.—Have you any of them? A.—I have.

Q.—Were any of those checks endorsed by them? A.—Some are endorsed by the parties, but they were made payable to the bearer, and when the teller paid them he wrote on the backs of the checks the name of the party to whom he paid the money.

Q.—The names of the parties in some instances are the names of those claimants who made the divide with the ring? A.—Yes, sir; the Supervisors, not the claimants.

Mr. Townsend.—He is speaking of the percentages paid on these checks.

Q.—Now, the construction of the Court House was during the existence of the ring, under the charge of the Supervisors? A.—Originally it was; then it went into the hands of the Commissioners, then to the Supervisors again, then to the Commissioners again.

Q.—Can you trace the dates of these several changes? Can you now remember during what period the Supervisors had charge, and what period the Commissioners had charge? A.—No; I cannot tell the years. The Supervisors had control of the original commencement of the building, at the commencement of the Board of Supervisors; those 15 or 16 last years I know; the first and last.

Q.—Were claims for work upon the Court House and materials furnished for its construction fraudulent in part? A.—The same as the others that I have mentioned.

Q.—Some of them were for the construction of it? A.—Many of them; all of Cornell's, we and the East Chester Quarry Company were.

Q.—What else? A.—Some of Garvey's were.

Q.—Were Barnard's? A.—Barnard's were—some of them; for coal furnished.

Q.—Did not Briggs do something in that line? A.—He was to supply one-half the marble; I think he did, about one-half.

Q.—Were all the bills presented by these persons and this corporation that you have name d, increased in amounts in order to pay the percentage to the ring? A.—That was the understanding. Mr. Briggs's bills were not. He paid no percentage. He got his bills.

Q.—Were his accounts all straight? A.—As far as I know. I know only of the cases where I received something. I cannot tell about the other bills, because I never examined them.

Q.—The ring, so far as you know, did not receive from him, and did receive from the others? A.—Yes, sir, with this reservation about the East Chester company. Mr. Tweed is as positive as a man's would be, but at the same time my mind is not distinctly positive about it.

Q.—I would be glad to have you refresh your memory, so as to state positively at the next meeting. A.—I think I can do so. That was my idea in having the books during the week, that I might bring up the attending circumstances.

Q.—As to all these bills that you have testified concerning, you say there was more or less basis for them? A.—I think in every one of these bills there was a large basis. My impression was at the time that these bills were supplied pretty much to the amount called for.

QUESTIONS ABOUT SALARIES.

Q.—During this time did the Board of Supervisors have charge of the fixing and payment of salaries for county officers? A.—Yes, sir.

Q.—They fixed those salaries and provided for their payment? A.—Some of them; yes, sir.

Q.—Was there any percentage levied upon the salaries of county officers during that time? A.—I think not. They were mostly political friends.

Q.—Were there any sums of money paid in bulk, or in any way, for making the salaries of county officers large? A.—I think not.

Q.—Do you know anything about the salaries of clerks in the District Courts in 1864 having been raised, also then set back again, and then raised? A.—I have an indistinct recollection, but no positive knowledge.

Q.—Do you know whether any money was paid for that change? A.—I don't think there was; I don't know.

Q.—Do you know of any money having been paid in any way in connection with the fixing or raising of the salaries of officials of the county. A.—I have no recollection of it, and don't think it occurred.

Q.—Do you know of any money having been paid to the Supervisors or any member of them at this time as a consideration for the appointment of any county officers? A.—We had no power to appoint, that I recollect of.

Q.—Were there no County officers whose appointment depended upon——? A.—We did appoint to fill a vacancy—the vacancy of Recorder, and once of Surrogate, I remember now. It was occasioned by the death of the Surrogate, Mr. West, and by the resignation of Mr. Hoffman, who was elected Mayor.

Q.—Whom did you appoint in the place of Mr. West? A.—Gideon J. Tucker.

Q.—Was any money paid for that? A.—Not a dollar. That I am satisfied of. Tucker was my personal friend, and I was very anxious to have him appointed.

Q.—Who was appointed in Hoffman's stead? A.—John K. Hackett.

Q.—Was any money paid? A.—I am pretty positive not. I think that appointment was made to please Mayor Hall, who was anxious he should have it. I am pretty confident that no money could be paid without my knowing it, and I am confident that none was paid. It might have been paid to third hands, but I am positive nothing was paid. I think John E. Devlin was then Corporation Counsel and Hoffman was Recorder, and I think that is what dominated Mr. Hackett.

Q.—Who was Sheriff then? A.—Mr. Kelly, I think, was Sheriff first, then Lynch, then Kelly again, then O'Brien, then Mr. Brennan.

Q.—Did the Supervisors, during the existence of the ring, have anything to do with the Sheriff's bills? A.—I understood they did; the Supervisors had to pass all the bills, of course; they could not receive a dollar without that.

Q.—Did you ever know of any money being paid to any member of the ring in connection with any Sheriff's bills? A.—Nothing during the time of Mr. Kelly, or Mr. Lynch, or Mr. Brennan; but during the connection of O'Brien I did; Mr. Hayes was a warm personal friend of Mr. O'Brien.

Q.—You mean Supervisor Hayes? A.—Yes, sir; at various times he paid me a percentage out of the bills, saying it was a part of what he had received from O'Brien; but that finally stopped after the first year.

Q.—Did you have any conversation with O'Brien on that subject? A.—No, sir.

Q.—All you know about it is what Hayes told you? A.—Yes, sir.

Q.—Do you know whether the bills presented by any of those Sheriffs were fraudulent or excessive in amount? A.—The bills of O'Brien were very much in excess of any paid prior to that time.

Q.—Were all these Sheriff's bills paid? Take them in order. Were all of them paid? A.—I don't know. We passed everything. I don't know whether Mr. Kelly's bills or Mr. Lynch's or Mr. Brennan's were paid, but I think Brennan's were not, for I saw an account of the suit against the city. Mr. O'Brien's I know were not. He had a bill of some $350,000 after the Board was abolished.

Q.—There is a suit of Joseph A. Monheimer against the Mayor? A.—Those are the same bills. The basis of the suit is $258,585 41, with interest from April 30, 1874, based upon claims of James O'Brien as Sheriff, which are alleged to have been assigned by him to Monheimer.

Q.—Was that assignment dated? A.—It is before the commencement of that action.

Q.—It is before May, 1876? A.—Yes. There was that bill and another of $75,000 which he had, and I which Connolly paid during the months of June and July, 1871. As for this bill, I bought one-half of this claim of O'Brien in 1872. I paid him $150,000 for one-half of that claim. That is the only claim he had.

Q.—Do you know Monheimer? A.—Very well. I may as well explain just how it occurred.

Q.—I will bring that out. I want to ask a few preliminary questions. A.—I want to explain, so that it won't be misconstrued by the press.

WHY TWEED BOUGHT ONE-HALF OF O'BRIEN'S BILL.

Q.—I will bring it all out if I can. Just state now when you purchased that half of O'Brien's claim, and all the circumstances attending it. A.—Along in the Fall of 1871, when we were persecuted and driven from pillar to post, Mr. Bixby, I believe now Senator, called on Mr. William O. Bartlett, who was my counsel—as Mr. Bartlett told me—and desired that I should buy that claim of O'Brien's, which was the only one he had at that time; I declined having anything to do with it; I told Mr. Bartlett I would not have anything to do with it; shortly afterward Mr. William E. King, who was then Deputy Commissioner of Public Works, called on me and stated that O'Brien wanted to sell me the whole or one-half of that claim, and he thought I had better buy it, even if the money never came back to me.

Q.—What reason did he give for your buying it? A.—I asked him what reasons O'Brien gave him, and he told me O'Brien said that Mr. Hoffman—who was then prosecuting [Mr. Tweed was understood by the reporters to say "persecuting," but his counsel said it was "prosecuting."] a great many people—wanted to be a candidate for the Assembly in O'Brien's district—

Here a discussion was started by Alderman Cowing, who wanted it understood whether the witness was to give hearsay evidence; but the other members of the committee seemed to think it would do no harm to let the old gentleman talk on, and Mr. Cole, himself, said: "Better let the witness go on and say what he wants to tell," upon which Mr. Tweed muttered quite audibly, with a cough: "Then I will tell nothing. If I am only to tell what I want to tell." Finally, he was allowed to proceed.

Mr. Tweed.—The nomination depended entirely upon O'Brien, and the election also, as I understood. Mr. Tilden had been of great service, and had been the party who first developed the ring frauds, and he could get Mr. Tilden to let up on me and could also influence Mr. Barrett—George C. Barrett—then counsel of the Committee of Seventy, to let up. I hung off from that, and then told King I would not have anything to do with it. I did not want to put so many eggs in that kind of a basket. [Laughter.] That went off for some couple of weeks. Finally Mr. King wanted to know if I would not meet Mr. Bixby, the present Senator, Frank M. I told him no. I did not want to see him at all. A day or two after that, Mr. Dewey—Foster Dewey—asked me the same question. He was then Clerk in the Department of Public Works. I told them no. He had confidential relations with me at that time. The thing hung along that way for some more days again, and finally Dewey and King persuaded me to meet Bixby. I met him by appointment at the Metropolitan Hotel. I had a room prepared for Bixby, to see Mr. King told me where I could find Bixby, and he took me upstairs and introduced me to him. I think that was the first time I ever spoke to him. The matter was discussed, and Mr. Bixby then told me the same as Mr. King had told me—when O'Brien would do it I would purchase one-half of the claim—and I finally consented to purchase it. I gave him $20,000 in odd money, and the balance in mortgages—which, I believe, have since been paid—on good property opposite Fernandale's house. It amounted to $150,000, money and all. The money was given to Mr. Dewey. The assignment of those mortgages which I was going to give in part payment, was given to Dewey, and a check for the balance, and he informed me that he called at Bixby's office, and there said the money to Mr. Bixby, while Monheimer and O'Brien were present. The assignment for that deed for $150,000 was signed in blank, and witnessed by Mr. Monheimer. When my troubles commenced I put that assignment for the money away with other papers—the claim—and when Mr. O'Brien was in the Senate, he had a resolution passed referring the matter to a committee—referring his claims to a committee. About the time that committee was to meet, I told Mr. Dewey to take that claim and hand it to Mr. Byron F. Andrews to see if there were any assignments issued in the Controller's office, and if not, to file it. He told me it was an unwise proceeding just then. He said just let him go on and get the award, and before the money was paid, to present our claim. I believe O'Brien never took advantage of it, but while the paper was in Andrews's hands, at his suggestion the name of Foster Dewey was inserted in it. The assignment of that was to come to me, but nothing ever came to me. When I commenced negotiations in this matter, I told Mr. Dewey I wanted that assignment back to me, and he assigned it back to me, and it is now in my possession.

Q.—The assignment of Mr. O'Brien to you, or rather to Foster D. Wey, and then Dewey's assignment to you is in your possession, you say? A.—Yes, sir.

Q.—You have them? A.—I have.

Q.—Can you produce them? A.—I can.

Q.—Are they here? A.—No, sir. I do not carry such things around with me.

Q.—I shall call for those at the next meeting. A.—What will be the result of giving them to you? They will be handed back to me?

Q.—Certainly. My object is this: Monheimer is suing the city on this very claim of $300,000. A.—I understood that the other half is sold to Mr. Richard B. Connolly. Mr. Monheimer was present when Dewey paid the money to Bixby and O'Brien, and Monheimer witnessed the assignment of half of that claim—$150,000—to me.

Q.—And Monheimer is the witness to that assignment—the same now suing upon those claims? A.—I think so; the same name, and I presume it is the same man.

Q.—I understood you to say you thought the other half of the claim was assigned to Richard B. Connolly? A.—Yes, sir; I have been told so.

Q.—Who told you that? A.—I don't remember. I understood about that time that Connolly had assigned it to another party, and that Connolly had one-half. I know Connolly was negotiating with him at the same time I was.

Q.—How do you know that? A.—Because Bixby told me he was trying to sell half to Connolly.

Q.—In an interview you had with Bixby he said that the other half of this claim they were trying to sell to Connolly? A.—Yes, sir; that was one of the inducements to buy, for if Connolly got his half, I would have got my half. When he paid himself, he would have had to pay me at the same time.

Q.—Was it Mr. Bixby who represented to you that if you would buy this claim and give him money to hire for O'Brien, Mr. Tilden would let up on you? A.—He did not say, give the money to him for Mr. O'Brien; he said if I would buy half of O'Brien's claim for $150,000, they would get Tilden to let up on me, and work in their influence with George Barrett, whom they said they had under their control.

Q.—You gave Bixby the money? A.—Yes, sir.

Q.—Did Tilden let up on you? A.—It didn't look much as if he did. But that is not the only time I have been fooled; it is only one of many times.

Q.—About Judge Barrett—who was it that represented to you that he would let up on you? A.—The same man—Senator Bixby. Judge Barrett was not a judge then; he was counsel to the Committee of Seventy—more important than an Indian judge. It was worse than the Council of Ten in the days of Venice.

Q.—Did Mr. Barrett let up on you? A.—I think not; he managed to do everything against me that came before him. It was too late then to undo what I had done. I had carried out my part of the programme.

Q. (By Alderman Cowing.)—I would like to ask you a question in regard to your last examination. After having stated that Mr. Vorhies was paid $2,500 to stay away, the question was put to you: "Was was the motive that induced you to form this combination to have Vorhies stay away?" You answered under oath: "So that the other side should not cancel." Do you still adhere to that answer? Did it occur to you at that time that the six Supervisors who were to pay $2,500, or were cognizant of it, that they possibly might not be sane parties to select Inspectors of Election? A.—Oh, no; I don't think men are governed in the appointment of those matters by correct ideas of what should happen between man any man. I have never known a man that would not take advantage of it.

Q. (By Alderman Cowing.)—Do you know of any instance in your active political life when the other side took any advantage by way of Inspectors of Election? A.—I don't know that we ever gave them a chance; we always had our men there, and had them drilled. [Laughter.]

Q. (By Alderman Cowing)—You didn't think at that time that possibly these Inspectors of Election, who should be selected by the six, might be susceptible of taking advantage? A.—I didn't know anything of it. We didn't know but what they might take one of our men that way, and we didn't propose to have it done.

At this point the inquiry was adjourned to Saturday next, September 15, at 11 a. m.

RELIEVED FROM THE LIS PENDENS.

On the petition of Joseph R. Howard, Judge Van Brunt discharged yesterday No. 439 Pine-ave. and No. 17 East Forty-fourth-st. from the lien of the lis pendens in the Tweed suit.

NOT ACQUAINTED WITH TWEED.

To the Editor of The Tribune.

SIR: Understanding that the testimony given this morning by Tweed implicates in the ring frauds one bearing the same name as myself, I will be greatly obliged if you will state, in connection with that testimony, that it does not refer to W. C. Rogers, of the firm of Rogers & Sherwood, No. 21 Barclay-st., who does not even know Mr. Tweed, and has never been connected with the ring. W. C. ROGERS.

New-York, Sept. 12, 1877.

DOBBS FERRY BURGLARS IN COURT.

James Burke and Charles McClain, charged with entering the house of J. A. Hamilton, at Dobbs Ferry, September 5, had a hearing at the office of Justice Storms, in Dobbs Ferry, yesterday. Alexander Hamilton, son of James A. Hamilton, and Daniel Wallace, the old man-servant, testified as to manner of the robbery. As important witnesses were unable to be present, the case was adjourned for further examination.

Adam Gutzmeyer, who was discharged some time ago for petty thefts by Charles Eberspacher, a baker at Dobbs Ferry, and who threatened to "get even" with his employer, was caught at midnight on Tuesday, prowling about Eberspacher's house. Yesterday, when arraigned before Justice Storms, he admitted being on Eberspacher's premises, but said he lived at New-Rochelle, and had come to Dobbs Ferry to collect some bills. The Justice sent him to Albany Penitentiary for three months.

PASSENGERS FOR HAMBURG.

The steamship Suevia of the Hamburg Line sails from this port to-day. The passenger list is as follows:

FOR HAMBURG—*By Steamship Suevia:* Louis Recaire, Mrs. Franziska Fuchs, C. S. Pierce, Mrs. Auguste Bingham, Albert Willier, E. F. Heinze, John L. Rodcback, W. Richter, Gustave Winckler, Joseph Hirsch, Miss Hermine Heidelberger, Mrs. Theresia Heinel, Miss Elise Stiver, Miss Bertha Remert, August Cramer, Louis Voisinet, Edward Reimers, William Ward, F. J. Imfeld, Joseph Remert, Frank Kuchta, Fred Hacker, August Weimerch, Edward Gruetzmacher, Martin Gilincke.

THE COURTS.

CIVIL NOTES.

Edwin H. Sheldon took out letters testamentary on the will of William B. Ogden, giving, as he is a non-resident, a bond for $500,000.

In the foreclosure suit of the Bowery Savings Bank against Chauncey Smith and others, Chief Justice Curtis, in Superior Court Special Term, has decided that a Referee to sell under foreclosure can make no charge for adjournments of a sale. Under the law of 1876, his fees are limited to $50, and the Court may reduce but not increase them. In the Supreme Court, the practice has been to allow a small fee on adjournments.

Lawler C. Woodruff petitioned the Supreme Court to compel Hugh J. Jewett, receiver of the Erie Railway Company, to pay the interest on the bonds of the Erie and Genesee Valley Railroad Company. This latter company is a short line built to connect the Genesee and Mount Morris Railroad Company with the Erie Railway. It was bonded for $120,000. Woodruff being one of the trustees of the mortgage. The road was then conveyed to Woodruff to lease it to the Erie Railway Company. This was carried out, the rent being the payment of interest on the bonds. Mr. Jewett answers that the conveyance to Woodruff, and therefore his lease to the Erie Railway, were illegal and void, and the operation of the road has not paid. Judge Westbrook has refused to grant the relief asked on petition, but allows the petitioner to bring a formal suit against Receiver Jewett.

The Knickerbocker Life Insurance Company began an action against L. M. Guthrie and others, for the foreclosure of a mortgage for $42,000, executed on February 18, 1875, in farms in Orange and Rockland Counties, N.Y. The defendants alleged that the only consideration for the mortgage was a loan of $17,500, and the conveyance of a farm of 286 acres in Warren County, N. Y., which was encumbered by two mortgages of $25,000 each, although the plaintiff represented that there was no lien upon it. His farm was afterwards sold for $10,000, and this sum was applied to these mortgages. The defendants, therefore, asked for the dismissal of the complaint, and that the mortgage for $42,000 be declared void on the ground of usury. Judge Pratt, in Brooklyn, yesterday, reserved his decision on a motion to strike out the portion of the defendant's answer relating to the farm in Warren County. The usury was denied.

Mrs. Mary Curry has applied to the Supreme Court of Kings County for an order directing her former attorney, Charles D. Evans, to deliver to her the equivalent of mortgages amounting to $9,000, which she entrusted to him and which, she alleges, he has misappropriated. Mrs. Curry is sixty years of age, and supplies two grand-children. At the time of her husband's death she was left with only her house and the $9,000 in mortgages. In her complaint Mrs. Curry alleges that Evans has assigned two of the mortgages without her knowledge or consent; that her name was forged to papers in both instances; that she has received from him no part of the principal sums mentioned, except $1,000 and some interest, and that when she has requested Evans to deliver to her the bonds and mortgages, of the amount secured by them, he has not done so. Judge Gilbert yesterday appointed David Barnett referee to take testimony in the case.

DECISIONS—SEPT. 12.

Supreme Court—Chambers—By Judge Westbrook.—The National Broadway Bank agt. Hatawaka, et al.—Motion denied; memorandum. Emma agt. Emlire.—Decree of divorce.

Superior Court—Special Term—By Chief-Justice Curtis.—The Bowery Savings Bank agt. Smith et al.—Motion granted. Seavey agt. Dittenger et al.—Motion to amend complaint allowed on payment to defendant of costs of opposing motion; motion for appointment of receiver denied. Reis Koster agt. Margaret A. Koster.—Referee's report confirmed; separation granted; custody of infant child awarded to the plaintiff; finding to the defendant. Perry agt. Spelman. Davidson et al. Crawford et al. Bailey agt. Sedg. Shadt agt. Well et al. Raymond agt. Hartford Fire Insurance Company; Cashman agt. Henry et al.; the Mutual Life Insurance Company agt. Davis; orders granted.

CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—WESTBROOK, J.

45..Punk agt. Punk.
54..Wood agt. Talcott.
59..Bingham agt. Sheldon.
71..Lowenstein agt. Roberts.
75..No set.—No set.
140..Forreststein agt. McKeknow.
141..Cary agt. Cary.
146..Funk agt. Funk.
154..Vogel agt. Cotter.
158..Fisher agt. Kichler.
177..Wellington agt. Ulster County Ice Co.
198..Appleby agt. Stafford.
199..Same agt. same.
203..Willock agt. Degraaf.
205..Van Alen agt. Lamp sou.
217..Butler agt. Sanchey.
232..Hooper agt. Foster.
238..Cook agt. Matthews.
240..Fischer agt. Cannewell.
241..Foley agt. Eudekare.
260..Kushar agt. Romes.

MASTER COURT—TRIAL TERM—PART I.—JOTT, J.

1624..Bishop agt. The Globe Mutual Life Ins. Co.
1668..Welsh agt. Campbell.
1701..Weer agt. Sayre, et al.
1727..Duffy agt. The East Ky. Coal, Lumber and R. R. Co.
1793..Button agt. Pettus.
2343..Shenfelt, et al, agt. Rosenfeld.
1647..Champagnie agt. Reynolds.
1748..Cassidy agt. Lancastis.
1750..Brel agt. Lowenstein.
1754..Phyfe agt. Marshall.
1766..Leaman agt. Fiske.
1768..Ramsey et al agt. Marks.
1769..Raymond agt. Breese et al.
1761..Ryner agt. Weber.
1765..Manthner et al agt. Johnston et al.

PART III.—SYNOTT, J.

1607..Cottenet. Albert.
1591..Kilmer agt. Gibbons
1614..Vail agt. Case et al.
1698..Hartley agt. McNabe.
1694..Navlor agt. Lamrel et al.
1900..Rohler agt. Connor.
1646..McCaffrey agt. Bennett.
1556..Hart agt. McDonnell.
2256..Sprague agt. Conner.
1559..McClallum agt. Lanigan et al.
1739..Staley et al. agt. Bossonge et al.
1740..Conklin agt. Reardon.
1741..Sprague agt. Johnstone et al.
1742..Coleman agt. Biles.
1743..McOwen agt. Sherwood

PART I.—GILDERSLEEVE, J.—William Smith, Mary A. Gordon, Cord Meneiles, Patrick Trahan, Alexander Vernegilsen, robbery. Henry Sonefizzer, Annie Case, John Murphy, Patrick Flemerzin, May Hughes, Kate Carroll, Josephine Haley, felonious assault and battery. James Meaken, William Gallagher, John Oster, Thomas Johnson, William Vincent, burglary. Thomas Halloran, William Molonly, Joseph Lazarus, Margaret Cunell, John Green, grand larceny. Howard M. Thomas, forgery. Cadwallader Evans, larceny. John William Hall, larceny from the person. Bernard Kempf, petit larceny. Thos. Fenton, Jas. E. Wilson, misdemeanor. William H. Grate, assault and battery.

MARINE INTELLIGENCE.

MINIATURE ALMANAC.

Sun rises.... 5:59 | Sun sets.... 6:13 | Clock slow.... 4 19
Moon sets.... 9:11 | Moon southes. 3:20 | Moon's age, days. 6

HIGH WATER TODAY—A. M.

Sandy Hook.. —— | Gov. Island.. 0:26 | Hell Gate.... 2:03
Sandy Hook... 0:07 | Gov. Island... 0:48 | Hell Gate.... 2:37

PASSENGERS ARRIVED.

FROM LONDON—*In Steamship Utopia*—J. H. Mann, S. W. Barnes, Jr., G. E. Baines, Mr. and Mrs. Henry Phillips, J. H. Pagon, Rev.