

Housing Probe Bares 3 More Close Combines

Master Painters and Decorators, Bronze and Iron, and Plasterers' Employers' Associations Named

Plan Was Like Hettrick's

Builders Were Charged \$160 Weekly for Laborers Who Were Paid \$56

Three more close combinations in the building industry were uncovered at yesterday's session of the Lockwood Committee on Housing in City Hall. In the case of one of these it developed that this organization was merely an appendage of the International Contracting Plasterers' Association, with headquarters at Cincinnati, which is declared to have held this phase of the nation's building operations in a firm grip.

An echo of Robert P. Brindell's efforts to wreck District Council 9 of the Painters, Decorators and Plasterers of America because of its refusal to join the labor czar's Building Trades Council in 1920 also was heard in the day's testimony. It was declared by several witnesses that during the strike in 1920 several men "high up in the District Council of Painters agreed to form a new painters' union for the employers for a consideration of \$20,000 to \$30,000. These men in their attempt to betray the District Council, were said to have been acting in the interests of Brindell.

New Combines Exposed

The new combines exposed were the Ornamental Bronze and Iron Employers' Association, the Association of Master Painters and Decorators, and the Plasterers' Employers' Association. The manner in which building costs were boosted sky-high by the operations of the bronze and iron organizations was told by Leland E. Van Derwerker, formerly secretary of the association. He declared that the organization included in its membership the largest bronze and iron concerns in the city. According to the testimony developed by Samuel Uptermeyer, chief counsel to the Lockwood committee, and his associate, George R. Brennan, the association members were enabled to charge builders \$160 a week for laborers to whom the members were paying only \$56.

While the association's manifest purpose, as set forth in the constitution, was to "correct non-mercantile competition," Mr. Uptermeyer brought out testimony to show that the methods employed by the organization resembled to a large degree the John T. Hettrick code of practice scheme, with a free interchange of contract prices. A rule of the organization, declared by Mr. Uptermeyer to be particularly "despotic," forbade members taking over contracts formerly held by other members except by permission of the association. If a builder had trouble with a member, Mr. Uptermeyer said, the builder couldn't have his work done before the first contractor had been completely satisfied.

Alfred E. Joy, secretary and treasurer of the Association of Master Painters and Decorators, stated that the employers charged a 50 per cent advance on union wages, but offered the excuse that this was necessary to meet heavy overhead expenses. Mr. Uptermeyer brought forth the minutes of the association in which the \$20,000 proposition to sell out the District Council of Painters was inscribed. The painters had declared a strike on September 2, 1920, said Joy. A man named Schatz appeared at a meeting of the employers' association on September 1 and said he was authorized to make the proposition "that three or four men high up in the district council would agree to form a new union if the employers would see that they received for their services about \$20,000." Mr. Schatz was quite sure that this could be accomplished.

New Union Formed

It did not develop who Schatz was. Mr. Joy said that the new union, known as Local No. 1, was eventually formed and that \$500 was advanced to pay its expenses, which later were paid by the Building Trades Employers' Association, with which the master painters are affiliated. Philip Zauser, secretary of the District Council of Painters, said that Brindell had a hand in the matter and that he was trying to wreck his organization because it withdrew from Brindell's council. The painters lost their strike and after the exposure of the Lockwood Committee, Local No. 1, which had allied itself with the Brindell crowd, was dissolved.

The testimony in connection with the plasterers' combine was offered by Thomas Smith, formerly secretary. The method of operation of this organization, it was alleged, included many of the obnoxious features of other combines already disclosed. Communications introduced as evidence, which had passed between the local and the International Contracting Plasterers' Association, showed that the national body was trying to persuade the local organization to adopt a system of bidding, resulting in obtaining some of the locals in other cities. Smith said the system was never adopted here. The hearing will continue this morning.

Oregon's Friend Sees Early Accord With U. S.

Mexican Executive Will Handle Tasks With Firmness, Says Gen. Pelaez, in New York

General Manuel Pelaez, one of the most active rebel leaders in Mexico during President Carranza's administration and a close friend of President Obregon, issued a statement here yesterday declaring that Mexico was firmly resolved to adjust its differences with the United States without feeling or prejudice. The general now is touring this country.

"President Obregon is determined to face with firmness," he said, "the responsibilities which have been collectively incurred during the past years of convulsive evolution when many errors and injustices were committed. The recognition of a fault and its consequences, justly defined, in no way can injure the dignity of a people who respect themselves."

"I am sure that, regardless of certain superficial indications arising from certain circumstances and interests, the relations between the United States and Mexico have entered upon a new era of cordiality and cooperation."

President Obregon, the general said, was convinced that the effective establishment of a government to represent all social classes "is the only remedy for our ills and will prevent the tyranny of a class, whether capitalist or proletarian."

City Probers Cite Leach For Contempt

(Continued from page one)

his rights in conducting the examination in executive session. Members of the press were not permitted to attend this session, and Senator Meyer emerged from his office and gave an account of what had happened. The Senator said: "Commissioner Leach has refused to testify on the ground that the legislative body has no right to name a sub-committee of one. He contended that the sub-committee has no authority to sit, either in public or executive session. Commissioner Leach was informed that if he persisted in his attitude the matter would be placed before the entire committee. Mr. Leach repeated his refusal to testify, although he produced certain police records we had asked for. The commissioner questioned our right to inspect them."

The Legislative Committee then went into executive session, the absent members being Senators Clayton R. Lusk, Theodore Douglas Robinson and James J. Walker. The latter is in California. The Assemblymen absent were Mac hold and Westall. O'Brien barred When the committee had been in executive session for about half an hour a call was sent out for Commissioner Leach, who at that time was calmly discussing the pennant chances of the Yanks with a group of newspaper men. This incident brought about an interesting situation. Corporation Counsel O'Brien attempted to accompany Commissioner Leach into the private office in which the committee was sitting. When the sergeant-at-arms, imported for the occasion from Albany, informed Mr. O'Brien that he had no chance whatever of going inside, it raised a young storm in the corridor. Elevator men, manicurists and barbers from a shop on the same floor rushed out to see what the rumpus was about. Mr. O'Brien gave the sergeant-at-arms to understand in crisp phraseology that he was entitled to accompany his client before the committee. The sergeant-at-arms was politely obdurate. Mr. O'Brien's assertions and gesticulations were obviously nothing in his parliamentary life.

A half hour later the committee met in open session in an office that would hardly have served as a hall bedroom. There were seats only for the investigators and the witnesses and news-

Extra Claims For Building Subways Fail

Nicholson Refuses to Allow Pay Asked by Contractor for Increase in Costs Due to War Conditions

Demand for \$15,000,000

Constructors Admit Agreements Made With Mayor Were Almost All Oral

George P. Nicholson, Assistant Corporation Counsel, announced yesterday that the city would not pay the claims made by subway contractors for increased construction costs due to the war, regardless of what the contractors might believe was the understanding upon which the strikes of 1918 were settled and regardless of the Lockwood act, which authorizes the city to adjust such claims.

"The subway contractors who supported the bill signed by the Governor, empowering the city to pay the contractors' claims, will not get any money from the city," said Mr. Nicholson. "The city never agreed to pay them anything. If they get anything on their claims it will be after an adjudication by the United States Supreme Court."

Claims put in by the contractors for excess expenses due to the war aggregated \$15,000,000. After the agreement reached with the aid of the Mayor and other city authorities in 1918, which enabled subway work to be

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Historians Favor "Blackwell's" A set of resolutions adopted Wednesday afternoon by the New York Historical Society, 170 Central Park West, restoration of Blackwell's Island as the made public yesterday, urge the name for what is now known as Welfare Island.

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Hospital Transfer Arranged

WASHINGTON, May 19—Arrangements for the transfer by the War Department to the Public Health Service of the hospitals at Fort McHenry, Maryland; Fort Bayard, New Mexico; Whipple Barracks, Arizona; Fox Hills, New York; Othen, North Carolina; and Camp Kearny, California, practically have been completed, it was announced today.

supplemented upon their agreeing to complete the work within a shorter period than now required and, as a consideration, to receive therefor a sum of money that will equal the increased cost of labor and material made necessary by the war."

Following is a partial list of the unsatisfied claims as filed following the agreement at the joint meeting of the Board of Estimate and the Public Service Commission:

Crutcher Company..... 1,190,676
A. L. Guidone & Son..... 112,282
T. H. Reynolds Construction Com-
pany..... 218,228
Deagon Contracting Company..... 1,286,820
United States Realty and Im-
provement Company..... 1,400,800
Bradley Contracting Company..... 459,514
William G. Cooper, Inc..... 162,920
Holbrook, Cabot & Rollins..... 2,843,883
International Contracting Cor-
poration..... 1,688,161
B. E. Smith Contracting Company..... 228,662
Litchfield Construction Company..... 767,226

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