# FORGED PAPER IN THE BANK

### SO SAYS RECEIVER WHITE, THOUGH HE DECLINES TO EXPLAIN.

**The Forgeries Said to be Under Investigation in Other Cities—What J. Lloyd Haigh Says of his Affairs and what the Grocers' Bank Officials and Others Say of Them.**

Yesterday morning Mr. S. V. White, the broker, entered upon his duties as receiver of the late Grocers' Bank. He gave bonds in the sum of $400,000—$300,000 being guaranteed by Mr. H. B. Claflin and $100,000 by the late President of the bank, Charles Denison. Mr. White spent nearly all day in the bank, and devoted his time to the collection and examination of the assets of the bank. The duty of replying to the little army of anxious depositors and indignant stockholders was left to Mr. Blair of the law firm of Blair, Snow & Rudd, and to the late cashier of the bank, Mr. Perlam. They told everybody that the bank would pay 100 cents on the dollar to its depositors, and when a man talked about suing to recover deposits made last Wednesday (and many did so), they advised him not to go to the courts, as it would only hamper the receiver. The manner of the receiver favorably impressed those to whom he spoke. He said he was obliged to neglect a good business of his own, and he did not intend to be one moment longer than was necessary about settling the affairs of the bank.

"Will you tell me the nature of the securities you got from Mr. Haigh?" Mr. White was asked.

"I haven't the faintest idea what they were," he replied. "I can't tell until I look over all the papers in the bank's possession."

"Will you give me a copy of the disputed warehouse receipts?"

"I can't get them," said he. "I don't know where they are."

"Do you know of any forged papers among Haigh's securities?" the reporter inquired.

"All that I can say is that I have heard and I have read that they were forgeries," Mr. White answered. He added: "I have been told about them, but not by any officer of the bank."

"Well, you say there are not any forged papers in your possession?"

"There are forgeries," Mr. White replied. "This bank has suffered from forged paper. The forgeries were in connection with Haigh's matters."

"But you said you had not been told?"

"I said I had not been told by the directors," Mr. White said, "but I believe it is true. I believe this bank has suffered from forged paper, but I can't say what it is now."

"Do you refer to the warehouse receipts?" the reporter asked, adding, "do you use the word 'forgery' in any unusual or peculiar sense?"

"No," replied the receiver, "I mean forgery when I say forgery. I talk plain English."

"Does the bank hold securities for money loaned to its directors?"

"I know no more than you'd do about that," Mr. White answered.

Later in the day he said he had collected $120,000 in cash assets already. The cashier said Mr. White had removed this money and deposited it in his own name in another bank.

Mr. Benjamin F. Blair, of counsel for the bank, said that the rumor of money loaned to directors was all nonsense, but when he was told that the last statement of the bank reports a large sum due from directors, he said he had not seen it. He said that the receiver is only hampered by one legal action against the bank—an attachment for a $900 deposit left with the bank after hours on Wednesday. He said that he would make every effort to avoid litigation, and the receiver was of the same mind. Nevertheless he did not think the bank's affairs would be settled inside a month. He would not speak about the rumored forgeries. He had no doubt that the depositors will have all their money returned to them. The loss will fall upon the stockholders. He said that there has been a whisper of a plan to resuscitate the bank under its old name by some of the directors. It has only been broached thus far. The reporter investigated the "whisper," and learned that since the proposal was made in order to prevent going into litigation no one could be found who had heard a word of such a scheme.

Mr. Bruggerhof of the firm of Thorburn & Co., seedsmen, who was one of the directors, said that the directors did not examine the securities given by Haigh at the time they were given. They could not. They trusted details to the officers. Mr. Bruggerhof said that the subject of the forgeries was first broached at the final meeting last Wednesday. It came up in such a way that he could not repeat it, just as many other topics did. It was Mr. Bruggerhof's impression that he had been informed that Haigh's securities consist of $60,000 in worthless paper, and the rest, $35,000 or $40,000, or whatever it is, in bona fide securities.

Mr. Skelding, a late director of the bank, was asked about the rumored forgeries, and replied that he did not know positively that there are any forgeries. "Some say there are," said he, "and some say not. It is being investigated. That takes time. Letters have to be written and answers to them awaited. The suspected forgeries are not upon any firms in this city."

As to the loans to directors, Director Skelding said that his firm had borrowed, and money was owing from other directors. All are good for it. Mr. Denison owes about $5,000, and his note is regarded as good security. He was very valuable real estate, and is a wealthy man. Mr. Perlam, the late cashier, said that Mr. Denison owes more than $5,000. That and other money loaned to directors was loaned in a regular legal manner, and is well secured. Mr. Blair said that whatever Mr. Denison owed the bank he was able to pay.

Mr. William D. Snow of counsel to the Grocers' Bank, and its late President, declined to say anything about the rumors of forgeries. He would only say that it is one of the transactions with Haigh. Haigh's reputation among business men was excellent. He said that the loan obtained from the bank by Mr. Denison was well secured, and that Mr. Denison is worth $200,000. He authorized the statement that the assets will secure a return of 100 cents on the dollar, although the stockholders may lose thirty per cent. of the value of their stock. He said he hoped the statement that the President "lost his head" at the final meeting of the directors would be corrected. It is untrue and absurd, he said. He said the directors voted unanimously to close the bank, and before the meeting closed they voted unanimously to make Mr. White the receiver if he would accept the trust.

Cashier Perlam said that he believed that fifty per cent. of Mr. Haigh's indebtedness can be recovered. If the remainder of the sum is a loss, the loss will fall upon the stockholders.

The cashier of the Importers' and Traders' National Bank was asked yesterday why he refused the certified check of the Grocers' Bank last Wednesday. It will be remembered that the rumors that had reached the streets of this refusal were said to have necessitated closing the bank. The cashier replied that word had reached him that the Grocers' Bank was going to close that day, and in consequence he refused to accept the check. It was simply the act of an intelligent bank official. He had no desire to injure the Grocers' Bank. Its officers were his friends. He knew nothing about Mr. Haigh's affairs at that time.

Vice-President Leventritt said yesterday that he had lost confidence in the management of the bank. The proceedings by which the bank was closed came like a thunderbolt. He as Vice-President had known nothing about the President's determination to bring this about. The directors knew nothing about it. Mr. Leventritt had had no idea of the true state of the relationship between Mr. Haigh and the bank. He knew that five banks in the city held Mr. Haigh's paper, and he understood that representatives of these banks met at the Clearing House and conferred on the subject. All information on the subject of that meeting was concealed from Friday until Tuesday. When the President spoke to him about it it was to tell him that the meeting had been held; that it was held with Mr. Anderson of Pittsburg, Mr. Haigh's heaviest creditor; that the Grocers' Bank was represented by its attorney, and that Mr. Anderson had been trusted with the task of finding out the true condition of Haigh's assets.

On the next day, Wednesday, Mr. Leventritt went to the bank, as was his daily custom. President Denison was going to lunch, and asked Mr. Leventritt to stay a little while. Presently the cashier went out. It was some time before either of these officers returned. When the President came back he said that there was to be a meeting of the directors about the Haigh matter. As Mr. Leventritt had heard of the bank's meeting on the same subject only the day before, he says he naturally concluded that some proposition from Mr. Haigh was to be submitted to the directors for their refusal or acceptance. While he waited Mr. Leventritt copied the list of Mr. Haigh's securities from the bill book, and, sitting down before two books of commercial reports, obtained the standing of the houses represented by Mr. Haigh's paper. He found them all good, rated as A1, and worth from $75,000 to $200,000. He had heard nothing about any forgeries, and his view of the bank's dealings with Mr. Haigh was a very cheerful one. It was 4 o'clock when the directors met.

"I was thunderstruck," said Mr. Leventritt, "with what occurred at that meeting. The President lost his head entirely. We were told what we had not known before about Haigh's matters. Something was said about rumors of forgeries, or a possibility of forgeries, but it was not positive or explicit. The directors learned for the first time what had been going on. As the Vice-President, thought I ought to have been told of these things. I protested against the bank's going into liquidation. I said then and I say now that I saw no necessity for it. Some of the directors, in order to save the credit of the bank, proposed to tide over present difficulties and continue business. I was in favor of that, but it was too late. The President left no alternative, and the bank closed."

Mr. Leventritt said that when he was a director he brought many new accounts to the Grocers' Bank, and since he was elected to the Vice-Presidency more than 100 new accounts had been gained by him. He looked over the books of the bank yesterday and found that $175,000 of the money of his friends is now in the bank. He said that some of his friends had heard rumors that the Grocers' Bank was going to close before he did, and they drew out their money—probably intending to return it if the alarm proved groundless.

Mr. Leventritt said again that he had lost confidence in the bank management. A friend who is a depositor in the bank told him yesterday that he had been offered 75 cents on a dollar for his deposit, and asked his advice. Mr. Leventritt did not know what to tell him. Mr. Leventritt said he went to the house of the President three times last New Year's Day but could not find him.

With reference to the warehouse receipts given to the Grocers' Bank by Mr. Lloyd Haigh as security for the loans to him, Mr. Haigh asserted positively yesterday that those receipts were only given to cover a loan made to him which he paid long ago; that at the time he paid that loan he was entitled to get his receipts back, and was offered them back by the officers of the bank, but that he neglected to take them. He was asked in what warehouse the property was stored, and said it was in his own warehouse and under the control of his superintendent, who was instructed to hold it until the loan was paid. As soon as the loan was paid the property was disposed of, and he understood that the subsequent loans and all the loans now due by him to the bank were made on other securities. He said that, in fact, the property represented by the warehouse certificates was never out of his possession, only it was faithfully set aside as security for the loan to him until the loan was paid. He said he had no means of knowing what led the directors to think that the warehouse receipts were still held by them as security for present loans. He denied that he had authorized any such impression, and said the fact that the bank retained the receipts was merely an oversight on his part, and not an intentional deception. He was asked how it was that the warehouse receipts, which were at one time regarded by both parties as a security, ceased to be such. He could not explain that, except to say that the property they represented was actually held as security for the loan until the loan was paid.

The story of the bank people is quite different with regard to these warehouse receipts. Mr. Skelding, one of the directors, said: "They were ordinary warehouse receipts. I have seen many of them, and so far as I could perceive they were ordinary warehouse receipts, and covered the control of the property, as all warehouse receipts do. Whenever the loans to Mr. Haigh were spoken of these receipts were mentioned as security by the President and cashier. One day I called for them and looked at them, and so far as I could see they were regular. I certainly supposed that our loans were secured by the property which I supposed those certificates represented. I was thunderstruck when I found that there was no property behind them."

Mr. George M. Leventritt, Vice-President of the Grocers' Bank, said yesterday that he had seen the warehouse receipts and read them; that their wording was similar to that of ordinary warehouse receipts, and he supposed they were necessary to any one who desired to dispose of the property. He had supposed all along that the property covered by the warehouse receipts was security for the loans to Mr. Haigh, and was surprised to learn that there was no property. His understanding was that all the loans were secured in part by the same warehouse receipts.

"Did the Board of Directors suppose that the loans were made on the security of those receipts?" asked the reporter.

"Why, sir," replied Mr. Leventritt with a shrug, "these Haigh matters did not come before the Board when the transactions were made. It was not until the final meeting that the Board understood the true nature of the transactions; both myself and other directors have been kept in ignorance of what was being done."

Mr. F. W. Bruggerhof, another director, said yesterday that he had not examined the warehouse receipts carefully, but had believed from the first that they were regular warehouse receipts, controlling the custody of the property. He admitted that he had accepted the statements of the President and cashier with reference to the Haigh matters; but he was so certain that the Grocers' Bank was secured for all loans to Mr. Haigh that he was not at all frightened when the news of Mr. Haigh's failure came, and did not even go to the bank to see about it. He was very much surprised when he learned that there was no property represented by the receipts.

Application was made to various directors and to the cashier, who represented Receiver White at the bank yesterday, but none of them would permit copies of the warehouse receipts to be made. The cashier said that Mr. White had taken a carriageful of papers away, and he could not find the receipts. Receiver White said he was very busy and had not seen the receipts, and could not furnish them for copying. Application was also made to Mr. Haigh for a copy of the receipts, and he promised to give them in the afternoon; but he said in the afternoon he could not find them. He reiterated his statement of the morning, that they were ordinary warehouse receipts given by the superintendent of his own warehouse. He denied that there was any forgery about them, or any deception so far as he knew, and reiterated his belief that the securities held by the Grocers' Bank were perfectly good. The attention of Mr. Haigh was called to the various statements by the directors and by the receiver, that the Grocers' Bank had suffered loss by forged paper, and he was asked the direct question:

"Do you know of any of the paper given by you to the Grocers' Bank on which there are forgeries?"

"I know nothing of any forgeries whatever on any of that paper. I deny that there is any thing of the kind."

"Does any of that paper contain the names of men in the city of New York?"

"No; they are all out-of-town parties."

"Have any statements that there are forgeries among those securities been made by other holders than the Grocers' Bank?"

"I have not heard of any. The banks have requested Mr. Anderson of Pittsburgh, who is my heaviest creditor, to examine into my affairs, and he has been engaged all day in doing so. He was charged with the duty of examining particularly into the assets which I have to meet my indebtedness, and he is perfectly satisfied that I have ample assets to pay 100 cents on the dollar.

"How much is the amount of Mr. Anderson's claim?"

"About $200,000," said Mr. Haigh.

"How do you account for the rumors about these forgeries?" was asked.

"Well," said Mr. Haigh, "they appear to have got started somehow down there, and they seem disposed to try and make a scapegoat of me. Possibly they may think that by turning attention to me they would divert suspicion from themselves. I do not believe that the Grocers' Bank will lose a cent by me."

The cashier of the Park Bank was asked yesterday afternoon with reference to the meeting of the banks interested in Mr. Haigh's affairs. He said: "I have attended no such meeting; and we have no account with the Grocers' Bank."

"But with reference to Mr. Haigh," inquired the reporter, "has the Park Bank any account with him?"

The cashier said he had nothing more to say.

About $18,000 or $19,000 in drafts were presented personally, it is said, by J. Lloyd Haigh, at the Market National Bank, on December 29.

They were drawn on various houses in Chicago and elsewhere in the West, and purported to be accepted by them. The bank here, however, telegraphed to these houses, and, on the receipt of replies, refused to receive the paper.

The other banks, so it was reported to the Market Bank, failed to take similar precaution, and became possessors of acceptances offered by Haigh. An official of the bank says that Haigh was the person who would have received the money had the paper been received.

The particulars of the transactions could not be learned, because the reporter's informant considered that it would be a breach of courtesy toward the Grocers' Bank to give them. That bank, he said, seemed to have reasons, which he judged were good, for keeping matters relating to this class of paper secret for the present.

Whether the replies from Western houses elicited by the Market Bank's inquiries precipitated the failure of Mr. Haigh and the suspension of the Grocers' Bank could not be learned.

### An Appeal in the Denison Canal Case.

ALBANY, Jan. 3.—The Attorney-General today filed a notice of an appeal to the Court of Appeals from the decision of the General Term in the case of the People ex rel. Denison & Co. agt. the People of the State. The decision of the General Term was handed down at the last term held in this city, and confirmed the judgment of the lower court, which awarded Denison & Co. a large sum for work done on the canal near Cohoes.

### Ned's Soliloquy.

*From Wide Awake.*

They are all a-sitting up to see the New Year in,
And to send me off to bed was a shame
And a sin.
I shall never go to sleep, I'm so mad,
And the stupid year has gone, and I'm glad;
For such a horrid time as I have had
is just mean.

Been to bed every night at half past
Eight, have I.
And at dinner I can never have but one
Piece of pie.
And once I had to stay in bed all day
Just because I mocked at old Deacon Gray—
"'Twas a mean thing to do," I heard mother say—
Don't see why.

If I whistle in the house, such a row
As they make.
If I slam a single door, oh, dear me,
How they quake!
And 'cause I grabbed Bridget's foot unawares
As she was carrying the tea tray up stairs,
She scolded and said I had my father, spite my prayers,
And she d—d spake.

Have to study so hard, I've no time for play—
Oh, dear, dear.
That folks ever want an education
Is so queer!
When I ran away from school, ma shook her head
And groaned. Yes, and then my grandmother said,
"You will never be a smart man, oh, Ned,
We all fear."

There! the bells begin to ring for the new year
Coming in.
What a horrid acting teller, I declare,
I have been.
I have half a mind now to mend my ways;
I believe, on the whole, doing right pays—
And New Year's Day is the time, mother says,
To begin.

A. G. PLYMPTON.

# GOV. GARCELON ANSWERED.

### DECISIONS THAT SUSTAIN IN PART THE ACTION OF THE COUNCIL.

**The Supreme Court in Reply to the Governor's Questions—The Fusionists to Organize the Legislature—What Constitutes a Quorum.**

AUGUSTA, Jan. 3.—About forty Fusion Representatives and Senators elect are in the city to-night. A meeting was held here in one of the public halls, and it was determined to go ahead with the organization of the Legislature on Wednesday next, despite the attempts of the radicals to thwart them. It is currently reported by Republicans that three Fusion Representatives have determined not to meet with the legally certified House on Wednesday. The names of these gentlemen are Sproul of Veazie, Snow of Skowhegan, and Voter of Farmington. There is no doubt that Sproul will remain away and act with the Republicans, but grave doubts are entertained as to the disposition of Voter and Snow in this respect. In conversation with a gentleman from Franklin County to-night your correspondent learned that Voter would be here in Augusta at the opening of the session and would not presume to hesitate to join in the deliberations of the House, although what influences have recently been brought to bear upon him cannot now be stated. The Skowhegan Representative is said to be determined not to take his seat, but members of the Fusion party do not believe that Mr. Snow will remain away. He is said, however, to be a conscientious church member, and has probably a religious prejudice against taking the seat.

But, should those three men remain away, the legal quorum would not be broken. There are 139 legally certificated members of the House, while the regular number is 151. A quorum of the regular House would, therefore, be 76; but it is claimed by the best legal talent in the State that 70 members will constitute a quorum on account of there being only 138 certificated members. The Senate in 1847 organized with eleven Senators, that number only appearing to be elected. In 1851, with fifteen, and in 1854 with thirteen members, and proceeded to transact their legitimate business. In the latter year a decision was given by the Supreme Court sustaining this action. Then Shepley was Chief Justice, and the present Chief Justice, Appleton, was an Associate Justice. They then made an able argument in support of their decision. They said "if the Governor and Council should ascertain that a majority of the whole number of Senators or Representatives had been elected, and should summon them to appear at the appointed time and place; and a sufficient number to prevent a quorum should deny that they had been constitutionally elected, or should, for factious purposes, willfully refuse to attend, thereby to prevent a quorum, those who should attend, being less in number than could form a quorum, would then constitute a House or Senate expressly authorized to compel the attendance of the absent members; otherwise there may be no constitutional ground for such a proceeding. They go further, and declare that some one Senator may declare who are elected Senators, and compel their attendance in order that the business of the Government may be proceeded with. They also answer in the affirmative the questions, "Can less than a majority of Senators constitute the Senate in the sense in which that term is used in the Constitution?" and "Can such Senators, less than a majority, exercise the powers or perform all or any of the duties devolved upon the Senate by the Constitution?" It will be seen therefore, that the exertions of the Republicans to break a quorum in the House will be unavailing. Members who have been certificated must attend, and cannot legally stay away. Their resignations cannot take effect until accepted by the House to which they had been certificated.

Gov. Garcelon is to-night in Waterville, where he addressed a large meeting. He has not yet received the decision of the Judges, although it is now being telegraphed from Bangor by the Associated Press. The tenor of the decision is not clearly understood, hence no adequate understanding of its import is felt by persons here. Judge Libby of the Supreme Court arrived by late train from Bangor, bearing the decision of the court to Gov. Garcelon, and he will deliver it owing to the absence of the Governor.

BANGOR, Jan. 3.—The following is the full official text of the unanimous opinions of the Supreme Judicial Court, finished and signed this afternoon in response to the questions submitted by Gov. Garcelon:

The undersigned, Justices of the Supreme Judicial Court, have the honor to submit the following answers to the questions proposed:

Question 1—When the Governor and Council decide that there is no return from a city on which representatives can be summoned to attend and take their seats in the Legislature, is it their duty to order a new election, or is it competent for the House of Representatives, if it shall appear that there was an election of such representatives in fact, to admit them to seats, though no return thereof was made and delivered into the office of the Secretary of State?

Answer—No authority is given to the Governor and Council, which there is no return, to order a new election. When the seat of a Representative has been vacated by death, resignation, or otherwise, provision is made by R. S., c. 4 (secs. 38, 44, 47) for the filling of existing vacancies. By these provisions, whenever municipal officers shall be informed by any means have knowledge of the death of a Representative elect, or of a vacancy caused in any other way, it is their duty to order a new election. If it appears to the House of Representatives that there was an election of Representatives in fact, they should admit them to their seats, though no return thereof was made to the Secretary of State. A Representative is not to be deprived of his rights because municipal officers have neglected their duty.

Question 2—Is it competent for the Governor and Council to allow substitution of other evidence in place of "the returned copies of such lists" as are provided for in article 4, part 1, section 5 of the Constitution, to enable them to determine what persons "appear to be elected" Representatives to the Legislature by a plurality of votes returned?

Answer—This refers to the substitution authorized by the act of '77, c. 212. The Constitution calls for a return which is regular in essential forms, and which truly represents the facts to be described by it, but much of the constitutional requirement is directory merely. It does not aim at depriving the people of their right of suffrage, of their right of representation, for formal errors, but aims at avoiding such a result. Where the constitutional requirement has not been fully or has been defectively executed by the town officers, it is in aid of the constitutional provision to supply the omission or deficiency as nearly and as correctly as may be. Such is the purpose of the statute. It is competent for the Governor and the Council to receive an erroneous return, or one that is informal or defective, to be aided and corrected by an attested copy of record, as by statute provided. The object of the constitutional provisions respecting elections is to furnish as many safeguards as may be against a failure, either through fraud or mistake, correctly to ascertain and declare the will of the people as expressed in the choice of their officers and legislators. Hence, the requirement that not only shall returns be made on the spot by the town or ward meeting, but a record of the vote shall be made at the same time, and authenticated in like manner. If by accident or willful neglect there is an error or omission in the return, which can be safely traced to refer to the duplicate statement by the record to correct it? This the statute of 1877 (c. 212) allows to be done; and, while the language is permissive, it falls within the well-known legal rule that, when public rights are concerned, it shall be construed as mandatory. A command clothed in the language of courtesy is also clothed because it cannot not be doubted that high and honorable officials would unhesitatingly avail themselves of all legal means to declare the result of an election according to the actual fact, in obedience to the fundamental principles of popular government. The Governor and Council are bound by the statute. It is mandatory upon them; it imposes a duty to the public that must be performed. Whether the act referred to contravenes the Constitution in allowing oral evidence to be received, it is not the intention of the voters in casting their votes is another part of the statute, which we are not now called upon to consider. If unconstitutional in the latter respect, that would not affect the constitutionality of the other separate and independent provision.

Question 3.—Is a return, signed by less than a majority of the Selectmen of a town, or the Aldermen of a city, valid within the requirements of the same section?

Answer—To this question we answer that, while a town may legally elect as many as seven selectmen, a well-known practice is to elect only three, and in such cases a return, to be valid, must be signed by a majority of them, because by no possibility can a less number constitute a legal quorum. But the rule is otherwise with respect to the Aldermen of cities. Most of our cities are required, by law, to have as many as seven Aldermen, and none of them, we believe, has less than five. To constitute a quorum it is only necessary to have a majority of the whole present, and when such a quorum is present a majority of the quorum may do business. Supposing the number to be seven, four would constitute a legal quorum, and there being a majority of that quorum could legally act, although a fourth should refuse to join them, or should oppose their action. Consequently, if a return from a city, having five or seven Aldermen, is signed by three of them, it may be a valid and legal return, because only four may have been present, and in such a case three (being a majority of those present) could legally act, although the fourth should oppose their action and refuse to join them. When such a return is laid before the Governor and Council, they cannot know, and they have no right to assume, that the return is not valid. It is the duty of Aldermen to be in session and examine ward returns, compare and declare votes, and the duty of the clerk to make a record thereof. From that record, a certified copy of which is returned, the law presumes that a quorum of Aldermen was present. The law with respect to a quorum and majorities is correctly stated in 5 Dane's Abridgement, 150, and 1 Dillon's Municipal Corporations, sections 216 and 217. In the latter work it is said that bodies composed of a definite number act by the majorities of those present, provided those present constitute a majority of the whole number; or, to use Mr. Dane's illustration, if a body consists of twelve Councilmen, seven is the least number that can constitute a valid meeting, though four of seven may act; and, so far as we are aware, the law is so stated in substance by all ancient and modern authorities. The rule applicable to such cases is similar to that which applies to our House of Representatives. The whole number of Representatives established by law is 151. A majority, that is 76 members, constitutes a quorum to do business. If there is actually that number present, and a majority of them—that is thirty-nine members—vote in the affirmative, a valid law can thereby be enacted, or other business transacted. If less than seventy-six members are present then no business can be done except to adjourn or compel the attendance of absent members. This is a familiar law, and illustrates a principle applicable to Aldermen in cities, and shows how and why a return signed by less than a majority of the whole number may be and so far as the Governor and Council are concerned is conclusively presumed to be valid. They have no power to look behind the return.

Question 4—Is a return by Aldermen of a city which does not give the number of votes cast for each person voted for as a member of the Legislature, and does not show what persons were voted for as such members in any one of the several wards of such city, a valid return within the requirements of the same section?

Answer—We are not sure that we comprehend the full scope of this question. Our answer will meet all of its supposed purposes. It is immaterial whether the Aldermen returned to the Governor and Council the detailed vote of each ward separately, or whether they returned the result of all votes of all of the wards for each candidate. Either mode is a satisfactory way of reaching the same result. Substance only is sought for in such matters; nor is it a material matter that, instead of returning all the names of the persons voted for, there is a return of votes as scattering; provided that, however, such votes may be added or subtracted when some candidate or set of candidates appears to have been the majority of the votes thrown. The Governor and Council cannot officially know, nor have they the right to ascertain, that the votes returned as scattering were not actual ballots, with the word "Scattering" written thereon; nor is the election of the candidate to be chosen by a plurality of votes to be defeated because the whole number of votes or ballots may be stated erroneously or not stated at all. The Constitution contains no such requirement, and the statutory provision requiring it is entirely unimportant and inapplicable to cases where a plurality of votes elects. It is a well-settled rule of construction that where the general terms of a statute embrace several subjects, but are found to be particularly applicable to some of the subjects and not to the others, it is to be construed as embracing those subjects only to which it is particularly applicable.

Question 5—Are returns from towns or cities which are not attested by the town or city clerk valid under the same section?

Answer—Returns from towns and cities which are not attested by town, plantation, or city clerk are not valid. The attestation of the clerk is a prerequisite to any action of the Governor and Council in counting the votes (65 Maine, 588). If, however, the clerk should be absent, a clerk *pro tempore* may be chosen, or a deputy clerk may be appointed under the statute of 1877 (c. 17), and amendment thereof. By the act of 1874 (c. 159), the returns by such clerk *pro tempore* or deputy clerk are to have the same force and effect as if signed by the clerk.

Question 6—Have the Governor and Council a right to reject the returns of the election of members of the Legislature required by the same section from the officers of towns which were not made, signed, and sealed up in an open town meeting?

Answer—The Governor and Council must act upon the returns forwarded to the Secretary of State. If they purport to be made, signed, and sealed up in an open town meeting, town meeting, they constitute the basis of action of the Canvassing Board. No provision is found in the Constitution or in any statute of this State by virtue of which they would be authorized to receive evidence to negative facts therein set forth. They have no power of such power. The statement of the municipal officers is in that respect conclusive.

Question 7—Is the return of two persons, purporting to be selectmen of a town, valid and sufficient evidence of the fact that the town when it appears that there were at the time of the meeting at which the election was had, but two selectmen of that town?

Answer—When a majority of Selectmen are absent from a meeting for election purposes, or being present, neglect or refuse to act as such and to do all duties required of them, the voters at such meeting may choose so many selectmen *pro tempore* as are necessary to complete the number competent to do the duties. R. S., c. 4 section 20. In case of death or removal of all the Selectmen, there would be sufficient and competent to act. The inquiry is, if the return would be valid where there should be but two Selectmen "at the time of the meeting at which the election was had." If the other Selectman had died prior to the meeting, the survivors might act, and their action would be legal. But the Canvassing Board are to be governed by the returns; evidence would not be admissible to prove the fact that there were but two selectmen of the town. The Governor and Council cannot officially know that there are only two.

Question 8—Can a person who is not a citizen of the United States at the time be legally elected a Selectman of a town?

Answer—A person not a citizen may be elected constitutional a selectman, and his official acts bind the town, and are valid, so far as affects the public. Such an one would be an officer de facto, and be clothed with apparent right. His acts would bind the town (Dane vs. Derby, 54 Maine, 95). An officer *de facto* is one who comes into office by color of a legal appointment or election. His acts in that capacity are as valid, so far as the public are concerned, as the acts of an officer *de jure*. His title cannot be inquired into collaterally. The people (State vs. Cook, IV. Selden, 164). The process definition of an officer de facto, observes Bigelow, C. J., in the case of the Fitchburg Railroad Company act, the Grand Junction and Depot Company (1 Allen, 557), is one who comes in by forms of law and acts under a commission or election apparently valid; but in consequence of some illegality, incapacity, or want of qualification, is incapable of holding the office. Indeed, there is an entire unanimity of opinion on the subject in all States of the Union where this question has arisen, as well as in the courts of the United States; but the fact of alienage is not allowed to be proved. This was determined in the Frenchville case—64 Maine, 589—when it was shown that the clerk was an alien, who could neither read nor write the English language, and where almost every conceivable irregularities existed. Yet, evidence outside of the returns was held inadmissible; nor would such fact have an effect if it appeared in and by the return itself.

### A Canadian Murder Exposed.

MONTREAL, Jan. 3.—A man named Mulligan was burned to death in his shanty, near Sherbrook, on Christmas Day. Rumors of a suspicious character having reached the ears of the resident magistrate, a warrant was granted on Tuesday to have the house of Wm. Gray searched, and several articles of Mulligan's clothing and property were found. Gray, who is an American, was also apprehended, and uttered several contradictory statements endeavoring to implicate another person, but confessed having received money amounting to about $300 and other property from the person named as such money. The money, Gray said, was in his wife's possession, who concealed it, but it was afterward found under the floor of the cellar. The Coroner's jury decided that Thomas Mulligan was murdered; that Wm. Gray was the principal, or one of the principals, in committing the deed, and that Mrs. Gray was an accessory after the fact. The prisoners were removed to Sherbrook jail. The latest advices from Sherbrook say that Mrs. Gray has confessed.

### Gen. Hatch Bringing in Prisoners.

WASHINGTON, Jan. 3.—Ex-Gov. Hunt of Colorado, who is now in Washington, has received the following despatch:

ALAMOSA, Col., Jan. 2.—Gen. Hatch left Lake City this morning with Jack, Sowarick, Ouray, Jolleta, Uncle Sam, and nine other Uncompahgre Utes; also Douglas and a few prisoners, Buckskin Charlie, and one other Southern Ute. All coming in by way of Saguache.

ALVA ADAMS.

### Money for the Aid of Irish Emigrants.

The Fermanagh Relief Association, of which Robert A. Johnston is President, has received in the course of the past week, in addition to the $2,000 previously acknowledged, $500 from Arnold, Constable & Co., $500 from Henry Hilton, $100 from George Lake, $50 each from sundry of the European steamship companies, and amounts from many other contributors. The money is used in aiding destitute persons in Ireland to emigrate.

### Portia's Picture.

*From the Cincinnati Enquirer.*

What and I here?
Fair Portia's counterfeit? What demi-god
Hath come so near creation, and we have
Both the demi-god, forsaken castle, charge
Per dozen? Move these eyes? Or, whether riding
On the balls of mine, seem they in motion?
Damphino! Ask me an easier one.

Here are seven'd lips parted with sugar breath;
Wonder if Jonas—but no! Perish
The thought! And, also, perish Jones,
The ringbolt, slanted Jubberwock,
If ever I do catch him walking again!

Here in her hair the painter plays the spider,
And hath woven a mesh to entrap
The hearts of men, one of whom am I,
By a large maturity, and several counties
And bankrupt districts to boot from.

But her eyes! How could he see to do them?
Having made one, methinks it would have power
To steal both his—Ah! blessed thought! I'll steal
Her picture, now I hear her foot
Upon the stairs!

# MILLIONAIRE LEWIS'S WILL.

### A STARTLING DEVELOPMENT IN THE PROCEEDINGS YESTERDAY.

**The Alleged Widow Confronted with Testimony to Prove that She was the Wife of Another Man During Old Mr. Lewis's Life.**

The contest over the probate of the will of Joseph L. Lewis, the Hoboken millionaire, who died on March 5, 1877, leaving the bulk of his estate, valued at $1,800,000, to the United States Government, to be applied to the liquidation of the national debt, was continued yesterday before Master in Chancery See, in Jersey City. The recent confessions of perjury by some of the witnesses who testified in the early part of the proceedings, and who now accuse the alleged widow of Lewis of having conspired with them and others to procure forged marriage certificates in order to bolster up her claim, have greatly stimulated public interest in the case. The professed widow was present yesterday, accompanied by a young woman, who sat by her side and frequently whispered with her. The room in which the session was held was thronged with lawyers, detectives, and spectators. Mr. Edwards Pierrepont, ex-Attorney-General Gilchrist, and Mr. Cortlandt Parker appeared for the proponents, Mr. Russel represented the alleged heirs of the dead man, and Mr. Richards represented the professed widow.

Mr. John R. Dos Passos of this city was sworn in behalf of the proponents. Mr. Richards objected to Mr. Dos Passos being examined until the cross-examination of the professed widow had been finished. Mr. Richards asked that Mr. Dos Passos and Mrs. Lewis should have an opportunity to converse together in the presence of counsel, in order that Mr. Dos Passos "might have his mind disabused of any erroneous impression he might have formed in respect to her identity." Mr. Richards had previously made the same request, and Mr. Gilchrist said then that counsel for the proponents would consider it. Yesterday a letter was read from Mr. Gilchrist to Mr. Richards, declining to take any action in reference to the proposal.

Mr. Dos Passos was then asked by Mr. Pierrepont: "Were you here on Saturday last for the purpose of identifying the woman who calls herself Mrs. Lewis?"

"I was," said Mr. Dos Passos.

"You see her here now?"

"Yes."

"Do you recognize her?"

"I recognize her positively as a woman whom I saw in the latter part of 1876 and in the early part of 1877 at my office, and who then represented herself as the wife of one Joseph Hammond. In the month of November, 1876, a client of mine, named Reed, called at my office and informed me that he had been accosted by a man in Broadway, who told him that he was going to be subpœnaed in a divorce case to be brought by Joseph Hammond against Jennie Hammond. Reed said he wished to consult me in reference to the matter. In that interview he produced a letter addressed to him, which he said had some connection with the proposed divorce suit."

This letter was offered in evidence:

NOV. 14, 1876.

DEAR CARDINAL: Something dreadful has happened, and I wish to see you. Please appoint an interview somewhere, if possible, today; anywhere not public, somehow—somewhere. I must see you. Your and my present and future happiness depends on it.

"Reed informed me," the witness resumed, "that he had met Mrs. Jennie Hammond, the writer of the letter, in Washington and subsequently in New York, and that 'Cardinal' was the fictitious name under which she addressed him. In consequence of this advice which I then gave Mr. Reed, he communicated with the woman, and in reply to that communication she came to my office. She there told Mr. Reed and myself that the divorce was to be instituted by her husband, and that the act upon which the basis of the complaint was her assumed adultery with Reed. I thought she was much agitated on that occasion, and I believed her sincere. I afterward saw her several times. She seemed to be very much annoyed at the publicity that she expected would result from the suit. She stated on one occasion that she was prepared to do anything to avert the scandal, that she had a child living in the West. I recommended her to consult a lawyer and refused to advise her myself, as I feared my relations to Mr. Reed might prove antagonistic to her. Her conduct was such as to cause me very serious misgivings, and I told Mr. Reed that I considered the whole affair as an attempt to levy blackmail. To test her, I asked her one day when she was in my office to sit down and write a letter to the effect that the charge of her husband's complaint was absolutely false. She said she could never know Mr. Reed and had never been guilty of any criminal intimacy with him. She consented, and on Nov. 25, 1876, wrote a letter in my presence and addressed it to Mr. Reed."

The witness then produced the letter. It stated that Fred Wood was the man who had met Mr. Reed on the street and had told him that he would be required in the divorce case, and denounced the charges brought against the writer by her husband as "wholly false and unfounded, and the product of a conspiracy to defame her character." Fred Wood is one of the numerous aliases of Frank Allison, who has figured in the present proceedings as one of the parties to the alleged conspiracy to break the will, and is the person who, Edward J. Caldwell testified was "the widow's right bower" in the conspiracy.

Another letter, without any date, superscription or signature, was next produced and identified by the witness as being in the handwriting of Mrs. Hammond. It was addressed to Reed, and was in her letter exonerating him be returned to her immediately, as she desired to copy it.

"I ascertained from the woman," Mr. Dos Passos said, "that the lawyer who had commenced the divorce suit for her husband was Mr. Schuyler Colfax, of 206 Twenty-first street. I obtained from him a copy of the summons and complaint in that action."

The documents were marked as exhibits. The complaint says that the plaintiff, Joseph Hammond, married Jennie Holbrook on Oct. 20, 1871, and lived with her happily.

Another letter addressed to Reed, bearing date Nov. 24, 1876, was produced. It urged him to destroy or return the letter exonerating him, and contained expressions indicating that their relations had been criminal. Several other letters from the same person were offered in evidence. Mrs. Hammond requested Reed to meet her, pursuant Mr. Dos Passos, "at the office of her lawyer, E. S. Caldwell. Caldwell, Reed, this woman, and I were present. Mrs. Hammond endeavored to impress upon Reed's mind that the whole affair should be published in the papers, and that the reputation of the parties implicated would be forever ruined. The case was so palpably one of blackmail in all its aspects that I instructed Reed to hold no further communication with the woman, and to ignore the matter completely. In December, 1876, I had a consultation with another lawyer, the object and nature of which I cannot state, but it resulted in the discontinuance of the proceedings for divorce. A formal order of discontinuance was entered in the suit on Dec. 22, 1876.

"On the very day that the order was filed, Mr. Reed was served with a summons and complaint in an action for criminal conversation, brought by Joseph Hammond against Reed.

"The charges in the complaint were sworn to on information alleged to have been procured from Frank Allison, and the plaintiff