# THE COURTS.

## THE GREAT TWEED-RING TRIAL.

**Eleventh Day's Proceedings---Garvey Still at the Front---How Checks Were Endorsed---Delving Into Bank Accounts---More Legal Sparring---Continued Public Interest---The Case Adjourned Till To-Morrow on Account of Illness of Mr. Tremain.**

## THE JUMEL ESTATE CASE.

**Reading of Depositions—Interesting Legal Argument—Mme. Jumel and the Plaintiff Bowen—Denial of any Knowledge on the Part of Deceased in Her Lifetime of Her Alleged Son Bowen—The Case Adjourned Till To-Morrow.**

## THE DEPUTY CHAMBERLAINSHIP FIGHT.

**Judge Barbour's Decision—The Temporary Injunction Against Foley Made Permanent—The Fight To Be Continued by Quo Warranto Proceedings.**

## REMINISCENCE OF THE LATE WAR.

**How the Boys in Blue Were Uniformed—Selling by Sample—Judgment for Plaintiff in $24,000.**

## BUSINESS IN THE OTHER COURTS.

**Summaries—Decisions—Sentences and Convictions in the General Sessions.**

The eleventh day of the Tweed trial (yesterday) showed no abatement in the public anxiety to learn all the details of the ring rule and rascalities in New York. Andrew J. Garvey was on the witness stand all day again, and gave some remarkable testimony in reference to the way in which his own as well as some other bank accounts were managed. In consequence of the illness of Mr. Tremain the case stands adjourned until to-morrow.

The hearing of the case of George Washington Bowen vs. Nelson Chase was resumed yesterday in the United States Circuit Court before Judge Shipman and the special jury. A considerable portion of the day was taken up with an interesting law argument on the admission of ancient documents, for the purpose of proving handwriting by comparison. Evidence was given on the part of the defendant to show that Madame Jumel, in her wills, had entirely ignored the existence of the plaintiff by not mentioning his name in those documents or leaving him any property. The case was adjourned until to-morrow, to enable one of the jurors (Mr. C. H. Mount) to attend to-day at the funeral of his father-in-law, Mr. Isaac N. Seymour.

A report will be found elsewhere of the retrial before Judge Van Brunt, holding Supreme Court Circuit, of an old suit between commission merchants, growing out of the sale of "sky blue kerseys." The goods were intended to be converted into uniforms for soldiers during the late war, and the claim was that they did not come up to the samples. The case came to trial in 1865, when a verdict was given for the plaintiffs. The defendants, failing to obtain a new trial at Special and General Term, carried the case to the Court of Appeals, where a new trial was ordered. The result of this new trial, which was concluded, was a verdict for $23,711 88, being the full amount claimed, with interest.

Judge Barbour, of the Superior Court, yesterday rendered his decision in the Palmer-Foley injunction case, granting the injunction. This leaves as the only remedy to Mr. Foley a resort to *quo warranto* proceedings, and this course it is said will be speedily taken.

## THE TWEED TRIAL—YESTERDAY'S PROCEEDINGS.

**Garvey's Third Day on the Witness Stand—A Wonderful Exhibit of Infamy—More About the Trip to Europe—Truth and Falsehood in a Jumble.**

There was the same large attendance yesterday at the Tweed trial, before Judge Davis, in the Court of Oyer and Terminer, that has been noticeable ever since Andrew J. Garvey has been on the witness stand, and the proceedings were of an exceedingly interesting, in fact, lively description. There appears to be a strange fascination in the public for the details of any crime—the greater the offence the higher the degree of interest—and it is true, even of this case, though the proceedings, embracing as they do, overhaulings of very dry accounts, are sometimes correspondingly dry. Among the audience it is fair to assume that there are not less than one-third of the whole number old attachés and employés of the Tammany Ring, who come to look at and listen to the proceedings against their old and now troubled chief. Garvey was on the stand the whole of yesterday, and will continue his testimony to-morrow on the redirect examination. The following are the

PROCEEDINGS OF YESTERDAY:—

Mr. Garvey, continuing to reply to the cross-examiner, said he had not in his possession any notes from persons representing the people in reference to this case; he does not remember telling on the Hall trial about Mr. Tweed telling him to fix it with Woodward.

Q. Now, Mr. Garvey, if there was a crime to be gone through to obtain payment you needn't have worked for the county? A. (Laughing) Oh, there's where I done wrong.

Q. Your necessities weren't such as to compel you to enter into any such arrangement? A. Well, you see, human nature is such—(laughter)—well, they were always in my debt.

Q. Do you remember having a conversation with Mayor Hall about your claims in the presence of Mr. Tyler, a gentleman connected with the insurance business, and did you then represent to Mr Hall that your claims were just? A. What else would I say? (Laughter.) What would you have me say?

WORKING FOR EFFECT.

Q. But, did you? A. I did; that was for effect, you know (laughter); I was not going to say anything to disgrace Mayor Hall. (Laughter.)

Counsel—I ask Your Honor to restrain the witness.

Garvey (not to be restrained)—What would you have me say?

Q. You never said to Mr. Hall that there was anything improper in your claims? A. Would you have me say there was? (Laughter.)

Finally Garvey was compelled to answer the question directly in the negative.

His arrangements with Ingersoll and the manner in which the witness made up his bills were next gone into. All the thirty-seven bills of which they were speaking, and which were the basis of his warrants, were partially just.

Q. What was the lowest proportion of any of those bills that was true? A. Out of $395,000 I should say $240,000, which I got.

Q. I mean how much was true in each bill; was an equal percentage of the bills true, or did it vary?

Mr. Peckham—You are asking the witness to perform the functions of a mathematician.

Counsel for defence—That is precisely what I am doing.

After some argument the question was allowed.

Q. What proportion of each of those bills was true? A. There were none entirely true.

Q. That is not it, but what part of each bill was true? A. There was no proportion of any of them true—of any of them.

COUNSEL APPEARED GREATLY MYSTIFIED

at this answer, and took him on the other tack.

Q. What proportion or percentage of any one of these bills was entirely untrue? A. There was no proportion of any of them entirely untrue. (Laughter.)

Counsel—Is that an answer, may it please Your Honor?

Judge Davis—Yes, a very direct answer—no proportion entirely true or false.

Counsel—We must try you as Mr. Field suggests. Now, here is a warrant for $45,097 06, claiming to represent a corresponding bill.

Mr. Peckham—What document are you reading?

Counsel—If I was as amiable as you I would tell you. (Laughter.) Well, it is exhibit 60.

Mr. Burrill—It is exhibit 61.

Mr. Peckham—One says 60 and another 61; I will take it at 60½.

Counsel—How much of that bill was true?

Garvey—I don't know.

Q. Was $10? A. Yes, sir.

Q. Was $10,000? A. I don't know; it would be impossible for me to tell now.

Q. Then I must go back and ask you my original question, What proportion of any of those bills was true?

Judge—He has answered that question.

Counsel—I put it again, What proportion was true or false?

A. Let me explain—

Q. No; now answer me directly.

Judge—He says he wants to explain. He has replied to you already. Go on.

Counsel—Then, if the question is excluded, Your Honor will please let me have the benefit of an exception. (Laughter.)

Judge Davis nodded assent, and the exception was formally entered and duly recorded.

HOW THE BILLS WERE MADE UP.

The witness testified that his bills were made out, according to Mr. Watson's direction, from memorandums; sometimes the memorandums were brought to him by Ingersoll, and sometimes he took them down himself from Ingersoll; the memorandums are all torn up; he sometimes got his warrant the day he put in his bill; he did not look at the warrant to see if it corresponded with the bill.

Q. Will you undertake to say that you saw Mr. Tweed's name on each of the bills you rendered? A. No, but I saw it on some.

Q. How many? A. I don't know.

Q. What did you see? A. W. M. Tweed across the face of it.

Q. How often? A. I can't say.

Q. Did you see it elsewhere? A. On the certificate of audit.

Q. In how many instances? A. I don't remember.

Q. Did you assume it to be his handwriting? A. Yes, I assumed it to be such.

Q. And there was nothing specially to call you to examine it? A. That was so.

Q. I believe in the bills you rendered you put in for a certain number of days' work, I suppose, which was due, and you enlarged the number? A. Yes, sir.

Q. So that there was always some portion of the item really true? A. There was, sir.

TAKING IT FOR GRANTED.

Q. When you were signing the certificate you were obliged to sign, before receiving your warrant from Mr. Watson, in the Supervisors' Chamber, the bank, or wherever else it was, did you examine the bills particularly enough to be sure that in every instance it was the identical bill you had rendered? A. No, I did not; I took it for granted it was all right; I knew my writing; it is very peculiar.

Q. But you did not examine the bills at all? A. I did not, sir.

Q. The items were truthful items, and the falsity was in running out these items? A. That is precisely it, sir.

Q. What amount was due to you when you commenced making out these bills? A. That I don't know, sir.

Q. How much do you claim for work to be done? A. I can't tell that either.

Q. How much of the $110,000 or $78,000 or $75,000 items was for work actually done? A. That I can't tell.

Q. Was there any compulsion, Mr. Garvey, to make you enter the item of $5,000 in the $395,000 to cover election expenses? A. No, sir.

Q. Then you did that on your own hook? A. I did, sir; I was under great expense.

Q. Why did you deposit the fourteen checks which you say cover the sixty-five per cent stopped out of your bills—why did you deposit them payable to your own order? A. By Woodward's direction.

Q. Had you any personal motive of your own for so acting? A. No, sir.

Garvey stated in reply to further questions that Ingersoll told J. Garvey there was money in the packet sent to Albany to Mr. Tweed, and which John carried to him; there were instances in 1867, 1868 and 1869 in which he did not swear to and verify the bills he rendered against the county.

Q. Do you remember how many bills you rendered in 1867? A. No, sir.

Q. Were there forty? A. There were.

Q. Were there as many as half a dozen of these which you did not verify?

Judge Davis—What is the object of this?

Counsel—That I don't wish to state in presence of the witness.

Judge Davis—I don't see the relevancy of this.

Counsel—He says there were bills which he didn't verify in 1867. Yesterday I saw a half-dozen of his bills for that year which he did verify, and I am given to understand there is not a single bill which he didn't verify that year, unless the signature of the notary is a forgery. Question excluded.

Counsel (producing a bill)—Now, here is a bill of 1867; do you recognize your signature to that?

DID TWEED SAY SO?

Judge Davis—What has that to do with it?

Counsel—He swore that Mr. Tweed put on fifteen per cent; he asked him what that was for, and Mr. Tweed said, "That is for me; put it on, and I'll take care of your bills." Now we offer here proof that he swore the bills were true which he says were false, and that, in other words, he was not only a thief, but a perjurer.

Judge Davis—The Court cannot sit here till doomsday to try side issues. You want to go into every case where he made an affidavit and prove that there was perjury in each case.

Counsel—These are my facts; I want to put in my facts, and then I can fire off what I please. (Laughter.)

Judge Davis (smiling)—Yes, I know you can—(laughter)—fire off blank cartridges. (Laughter and applause for the Judicial joke.) If he committed perjury in swearing to that bill, it is an independent transaction, which I cannot sit to try here.

The defence here offered to put in the bills for 1867 and 1868, and show that they were verified in each case.

Mr. Burrill—He swears the bills were enlarged fifteen per cent for Mr. Tweed; we offer the verified bills to prove that there was no such arrangement.

Mr. Fullerton—He swears there was fifteen per cent put on; we offer to prove that he swore the bills were not enlarged.

Judge Davis didn't see how it would serve the defence to prove that the witness perjured himself on another occasion.

Counsel said His Honor was mistaken—the locality of the perjury was that Court—he swore truly when putting in the bills.

Judge Davis said there was something in the offer if they proposed to follow it up with proof that the fifteen per cent was not put on.

WOODWARD AS NOTARY PUBLIC.

Counsel showed the witness a number of bills of 1867, with certificates, which were signed "E. A. Woodward, Notary Public," and some of them signed C. H. Tucker. Garvey identified the signature of Woodward.

Mr. Peckham (handing the bills back to witness)—Look over them and tell me if you swore to those bills. Witness (tossing them over)—No, sir; I never swore except to one of them.

Mr. Fullerton—Now, whether sworn to or not, they are all signed by the witness as correct, and we offer them in evidence.

Judge Davis—I can't receive them.

Mr. Fullerton—Then we propose to ask him whether the fifteen per cent was added there.

Judge Davis—You can ask him as much as you like about that.

Counsel—Now, Mr. Garvey, here is one of your bills, verified by you January 10, 1868. Was fifteen per cent put on there? A. No, sir, it was for the work on the new Court House the fifteen per cent was put on.

Q. What is that bill for? A. For work on the county offices.

Q. Do you recollect an instance in 1868 in which you rendered a bill which you didn't verify? A. I verified this first bill in 1867, and no other bill after; I verified no bill of any kind in 1868; the only bill I did verify was the first bill for plastering this Court House.

Two bills of 1867, one for $6,728 and another for $5,000, each signed S. R. Wakefield, C. H. Tucker (superintendent of the building) and A. J. Garvey, were handed to the witness, and he said these were bills on which the fifteen per cent was added and paid by the county, but he was unable to point out where it was added. The items were then gone through. First he said there might be something wrong in the items—there probably was—he couldn't tell.

On coming to the item for oil, he said it was charged more than cost price.

Counsel here proposed to interrogate the witness *seriatim* as to whether he swore to the affidavits affixed to the various bills of 1867, but Judge Davis said it would be wasting time, as the witness had sworn distinctly that he only swore to one affidavit—his first bill.

A bill with an affidavit purporting to have been sworn to before Eugene Durnin was produced, and Garvey was asked whether he denied having sworn to the oath certified to there. Garvey answered that he had no recollection of it whatever.

The Court then took a recess.

### After Recess.

The counsel for the defence were promptly in their seats at half-past one o'clock, the time at which the proceedings should have commenced, but Judge Davis was five minutes late, a grievous fault for so scrupulous a gentleman, but he made it up by sitting till five minutes past four. The counsel for the prosecution did not make their appearance till quite a number of questions had been put by the defence and answered by the witness. Garvey took his place on that awful witness stand with a look of quiet resignation, and the only danger seems to be that he will become so accustomed to sitting in that particular chair that his health may suffer unless it is presented to him at the close of the trial. In that case it would be preserved probably in the Garvey family as an heirloom, and a quarter of a century hence he might say (or sing, if he has a good voice),

> I love it, I love it, and who shall dare
> To chide me for loving that old arm chair?

Of course no one would attempt to "chide" him for it; but he has endured any amount of chiding in that chair in the three consecutive days he has sat in it, and, as he will occupy it again to-morrow, goodness knows what livelier recollections of the seat may yet be in store for him. The cross-examination was as follows:—

Q. Have you ever received from the county warrants in the name of Filippo Donnarumma, payable to his order; also warrants payable to a man named Cashman, and others payable to an individual named Hennessey, on which you have endorsed their names and drawn and appropriated the money? A. The name of Donnarumma is not endorsed on the warrants; I never endorsed his name.

The Court suggested that it would be better, perhaps, to question him as to each of the alleged endorsements singly.

Q. Have you ever received similar warrants in the name of a Mr. Cashman? A. Yes, sir; but Cashman is an imaginary man; there is no such person as that Mr. Cashman; I know of no person having that identical name.

At this stage of the examination the counsel for the prosecution entered and took their seats. Mr. Peckham appeared quite well, and was nibbling a toothpick, which gave a good presumptive idea of how he had been enjoying himself during the recess. Mr. Tremain was evidently not in good health, and appeared to be suffering from acute pain, which he afterwards stated to be lumbago.

Q. Did you have a man named Cashman in your service? A. Yes.

Q. What was his name? A. Cornelius Cashman.

Q. (Exhibiting to witness some papers) Are these the warrants you understood me to refer to as endorsed by Filippo Donnarumma? A. Yes, sir.

Q. What is the name of the payee in these warrants? A. Filippo Donnarumma.

Q. Is there such a person? A. Yes, sir; he is an ornamental painter, and lives in Third avenue; he was formerly my foreman; I received these warrants from the county, but did not cause his name to be inserted in them as payee; I accepted them with Donnarumma's name in after I had had a conversation with Mr. Watson about it.

Counsel for defence—Never mind Watson, now, because he is not here. He is in heaven, or some other place; at least he is a dead man. Mr. Garvey, who endorsed that warrant, "Philip F. Dummer?" A. I did, and I endorsed the other in the same name, but I wrote my own name under it also.

The witness was then shown a warrant for $24,792, dated September 7, 1869, in which R. J. Hennessey is named as the payee. Witness continued:—That is a fictitious name also.

Q. Do you know a Mr. Hennessey at all? A. I am sorry to say that I do; his name is J. R. Hennessey, not R. J. Hennessey; I don't know this Hennessey at all.

Q. Is there any difference between them, except this reversal of initials? A. I do not know this R. J. Hennessey at all; you may think that this is the only difference if you want to.

Q. (Another warrant shown.) Look at this warrant, of the same date and to the same payee, for $32,695 63; was the name in that when you received it? A. Yes, sir; I endorsed both of them R. J. Hennessey and wrote my own name under those endorsements; I endorsed them to deposit them in my bank.

Warrants of the following description were also exhibited to witness:—One dated October 28, 1869, for $38,704, T. C. Cashman as payee and endorser; one October 17, 1869, same payee, for $30,386 08; one, October 13, 1869, for $37,413, to J. G. Penchard; one, October 29, 1869, same payee, for $34,584 69. Witness testified that the only Cashman he knew was Cornelius Cashman, and the only Penchard of his acquaintance was George J. (not J. G.) Penchard. Witness signed the names of the payees named in the warrant and wrote his own name under each.

Q. Mr. Garvey, you received from the bank the proceeds of these various warrants or your proportion of them? A. Yes; but it was a very small proportion.

Q. Did you render to the county bills as the bases of all these warrants and on which the warrants purport to have been issued? Objected to by the prosecution.

Counsel for the defence claimed the right to show the entire transaction of the witness and his motive in using the fictitious names, or rather names of persons whose names he thought he could use on account of their relations in any way he pleased, and that he meant the warrants to receive character from their names, and that the slight variation from the real names was intended as a protection to himself in case at any time they should disavow his right to use their names; also that the endorsement of these warrants by him was forgery, and also to show that, instead of the witness being coerced into this system of peculation, as he alleged, in order to obtain the money actually due him, he was engaged independently in peculating by these devices for his own benefit.

Mr. Tremain said that the only object the prosecution had in this objection was for fear that, in the event of their not now interposing an objection counsel on the other side might at a later stage claim that the prosecution had no right to follow up the same line of proof. If the defence would agree to make no objection to the whole history of this transaction in reference to these warrants being adduced, and to the prosecution showing that Mr. Tweed had received twenty-four per cent of the amount of these very claims, then he would withdraw the objection which the prosecution had interposed. The indictment did not embrace these claims and the whole subject was a collateral one and not involved in the present case. The testimony showed that as early as 1867, when Tweed was a supervisor, he regularly participated in these bills for fifteen per cent of their face, increasing regularly from that time until the "ante," as they called it, amounted to sixty-five per cent. These bills all went through the Board of Supervisors, and were subject to the tribute that was levied by Mr. Tweed, and twenty-four per cent went to Mr. Tweed's private account. Unless the gentlemen on the other side would consent to open the doors to admit the whole history of the transaction he would insist on the objection; but if they yielded he would withdraw it.

Counsel for the defence said—We consent to nothing—(laughter)—for it would be novel to follow any such course in a criminal case unless it be authorized. Counsel addressed the Court for some time and at its close

Judge Davis announced his decision to the effect that the subject matter here sought to be introduced was purely collateral; that he would allow questions to be asked as to whether the witness presented accounts, obtained warrants, received money upon them and so forth, but if it was done he would allow the witness to give his full explanation of the transaction, so as to exonerate himself from any imputed wrong if he could so exonerate himself.

THE DEFENCE BACKED DOWN

on the proposed ventilation and excepted to the ruling of the Court "in the broadest manner"—(laughter)—so as to cover every question.

The Court ordered the whole of the testimony taken from the recess up to this time to be stricken out—*i. e.* all testimony relating to the Donnarumma, Cashman, Hennessey and Penchard warrants.

Q. By the defence—In reference to this receipt for $60,000 as to which you claim to have told us the circumstances, did Mr. Tweed simply take a piece of paper out of the drawer when you handed him the receipt? Is that all he did, simply take a piece of paper and ask you to put your name on it? A. He took it out of the drawer and turned it face downward—I never saw the face of it.

Q. How do you know which was the face of it? How do you know but that the side turned down was the same as the side that was up? A. That might be.

Q. You assumed that there was something different on the face of the paper from the back? A. I did from the expression Tweed made use of. He said, "Endorse that," and when I endorsed it he put it back in the drawer; I never saw Mr. Tweed use a check book; whenever I endorsed checks for him he had them loose; I think I receipted the bill I presented, but I am not certain about it.

Q. Why didn't you include that amount of $60,000 in the action you brought against Mr. Tweed to recover $20,000? A. Because I considered it paid; I considered it settled.

Q. Do you suppose that if you have got your money under the circumstances which you say you got it you can hold on to it? A. (after some hesitancy) I don't care whether I hold on to it or not.

Q. You don't think if you had been paid your bill against Mr. Tweed with the money in the county of New York you had been paid an honest bill? A. I regret to say I didn't think much about it at the time.

Counsel—Ah! but your regrets come late.

Q. You have not returned the $5,000 you received for your election expenses? A. I gave it to Ingersoll and he gave it to Tweed. (Laughter.)

The counsel didn't like this, and insisted on the witness giving responsive answers.

Q. Did you return the $5,000 to the county? A. I did not return it to the county, nor did I return the money I received for work on Walter Roche's house, but I gave it to Woodward; I did the work for that money, though I have not returned the $10,000, nor the $40,000, nor the $60,000 of which I have testified.

Q. Had you any cause for fear at the time you understood the Senate Committee was coming to this city to investigate? A. Well, I felt for Mr. Tweed more than for myself. (Laughter.)

Counsel (sharply)—Well, you have got bravely over that feeling since then. (More laughter.)

The question was repeated. A. To be frank with you, I may have had some little uneasiness about it.

Q. Why? A. You can imagine yourself, from what you have seen.

Counsel—Can I? Well, that is shut out.

Mr. Tremain (*sotto voce*)—Oh, no. They can't shut out your imagination no more than you can shut out the light of day.

Q. After he told you that "the committee would have to be bought up" and that you would "have to 'put up' for it," was your anxiety allayed? A. No; for I shortly after had to put up for it. (Laughter.)

Counsel—I object to the witness saying he had to "put up" for it.

Question repeated. A. It *was*, by what he said to me afterward in that conversation.

Q. In reference to your conversation with Mr. Tweed in September, 1871, when you say Mr. Tweed told you, "If anybody asked *you*, say you paid no money to anybody but Watson," how long before that had you seen Mr. Tweed? A. I cannot tell definitely: it was difficult to see Mr. Tweed then; it was about ten or eleven days before I sailed.

Q. Was it before you gave this birthday gift to your wife, on the 12th of September? A. I think it was after that, a day or two; I think my ticket was bought three or four days before I sailed.

Q. The vouchers were supposed to be taken on the 11th of September. How long after that was it you had the conversation with Mr. Tweed? A. About two or three days; not longer.

Q. Didn't it look absurd to you for Mr. Tweed to make such a remark as that about Watson? A. It looked to me as though the plan was to throw the whole thing upon Watson.

Q. Did you take into your hands these papers which you thought were certificates and which you thought Woodward took to Tweed to get signed? A. No; but I saw enough of them to see that they were blank forms of audit; I knew the form pretty well; Woodward told me that he was going over to get Tweed's signature, so as to get some money.

Q. Then they might have been signed by others for all you knew when Woodward brought them back? A. Yes, sir; they might.

Counsel for the defence here announced that they had concluded the cross-examination of the witness; in reference to the check for $60,000 which was given for the $60,000 receipt, counsel also stated that it had been mislaid and was not now in Court, but would be produced and offered in evidence.

THE RE-DIRECT

was then begun by Mr. Peckham, and the witness testified:—I had no definite idea as to whether Mr. O'Conor was acting for the Attorney General on behalf of the people when I had those interviews with him; I had seen by the papers in Europe that Governor Hoffman had authorized him to assist the Attorney General to prosecute these cases.

Q. You were interrogated as to the property you had in 1867 or 1868. Have you, since that interrogation, made a more definite investigation as to your property? A. I have; I was worth at that time between $100,000 and $200,000.

Q. What kind of a business had you? A. I had a very respectable business; I had had contracts for work on the Tontine Building, for Jay Cooke, on the Olympic Theatre, the Lafarge House, the old Exchange (now the Custom House), Church of St. Vincent de Paul, Vassar College at Poughkeepsie and scores of other good contracts.

Counsel for defence interrupted the witness as he was about to name some other contracts by saying, "No, no; you have been blowing your horn long enough about your business."

Mr. Tremain (to counsel for defence)—Well, you should not expect to have the monopoly of horn-blowing (laughter).

Witness resumed—I was worth over $500,000, but under $600,000, when I went to Europe—with all debts paid.

Q. From 1868 to 1871 did you do any work for other parties than the city and county of New York? A. I did.

Q. About what proportion of the difference between your means in 1868, from the time it was $100,000 to $200,000, until it became nearly six hundred thousand dollars, did you make on private contracts? A. I made a good deal of it by the rise in real estate; the balance, to be candid, I made out of the city and county; I had nothing to do with the agreement by which the item of $2,000 was struck out of the bill for work at Greenwich; my brother managed that business.

Q. Was that the same or different work from that embraced in the $60,000 bill? (Objection excluded and exception taken.) A. I believe it was a little mixed up in it; I believe there was some of it that should properly have been included in the $60,000 bill; I had nothing to do with putting it into this last mentioned bill.

Mr. Peckham then asked the defence for their exhibits "A" and "B" of Monday's evidence.

Q. Did you actually receive the money referred to in this warrant? A. Not a dollar.

Exhibits "C," "D" and "E" were next shown to witness, "E" being a check for $20,330 for bills "C" and "D."

Witness continued—I never received a dollar of this; I endorsed the check but never had it in my possession.

Q. State the transaction under which you endorsed it. A. Mr. Tweed filled out this check and handed it to me for endorsement, and then he retained the check as well as the bills and receipt.

Mr. Tremain—You never, had the check in your hands? A. I swear I never had it in my hands.

Exhibits "F" and "G" were a bill and check for $22,500. Witness said:—I gave the receipt to Woodward and he took it away; when he came back again he gave me this check and I endorsed it; he took it away again and took it to Tweed; I don't know whether he took it to Tweed, exactly—I bar that.

Witness then identified his own bank books on the Broadway Bank and the Bowery Bank. A transcript from the books of the East River Bank, in which he had an account, was also produced, his book being mislaid.

Witness testified that these showed all the dealings had by him during part of 1868, 1869, 1870 and part of 1871; he deposited almost all his own checks, sometimes his brother did it for him, and once Ingersoll had made a deposit to witness' account.

Mr. Fullerton, for the defence, rose to discuss a minor question at this stage and the witness interpolated some remark which led Mr. Fullerton to say that he was not addressing the witness but the Court.

Witness—Pardon me, sir.

Mr. Fullerton (sharply, almost savagely)—You will require a pardon from some one else than me before you are through with this. (Sensation.)

By Mr. Fullerton—Who made the deposits in this bank, the book of which is now offered in evidence? A. Myself and my brother.

Q. Did you always deposit the checks you received in this or some other of the three banks? A. Yes, sir; except some small checks.

The books and transcript were offered in evidence and objected to. The books were admitted, but the transcript was excluded, as there was nothing to show its accuracy or authenticity. One of the clerks of the East River Bank will be called on to verify it.

Mr. Peckham to witness—I call your attention to this item of deposit, $33,704 41, under date October 28, 1869, in the Broadway Bank. Was that a deposit of any check of Mr. Tweed's or not? A. No, sir, it was not; that was a warrant (the Cashman warrant).

Mr. Peckham then read the items of deposit in the book up to October 28; and, when he had concluded,

Mr. Fullerton asked to be allowed to read also. He was handed the book and read off a dozen or more of deposits—some of them for very large amounts—and then handed the book back.

Mr. Peckham (to Mr. Fullerton)—Well, I suppose you were looking for that $20,000 check. Did you find it?

Mr. Fullerton—Yes, I found it; it is there.

Mr. Peckham—Do you say there is any $20,000 check deposit, then?

Mr. Fullerton—Yes, it is in there somewhere. That's all right.

Mr. Peckham then read from the Bowery Bank book, and having finished reading turned and offered it to Mr. Fullerton, saying:—

"Here, do you want to finish reading this? Perhaps you may find that check deposited here."

"Oh, no," retorted Mr. Fullerton, "I don't want to finish that. I found the check in the other book. It is somewhere in there."

It was now four o'clock, and, after a brief consultation,

Mr. Field rose and said that the gentlemen engaged in the defence understood that their friend General Tremain was quite ill, and in such a condition that it would be perhaps dangerous to overtask him too severely. While the defence was desirous of pushing the case through as rapidly as circumstances would permit they were perfectly willing that the Court should adjourn for such time as might be necessary for his health.

Mr. Tremain thanked the defence for their courtesy, and said he would only ask for a single day of rest, and thought that he would be ready to proceed on Thursday.

Judge Davis then directed that the Court be adjourned until Thursday morning, at half-past ten o'clock, and the day's proceedings were thus brought to a close.

## THE JUMEL ESTATE CASE.

**The Suit of Bowen vs. Chase—Further Reading of Depositions—Rulings of the Court in Reference to the Admission of Ancient Documents—Interesting Legal Argument—The Defendant Claims that Madame Jumel Never Recognized and Never Exhibited Any Interest in the Plaintiff.**

The hearing of the suit of George Washington Bowen vs. Nelson Chase was resumed yesterday in the United States Circuit Court, before Judge Shipman and the special jury.

Mr. Hoar, Mr. Chatfield, Mr. Chauncey Shaffer and Mr. Sawyer appeared as counsel for the plaintiff, and Mr. Charles O'Conor and Mr. J. C. Carter for the defendant.

Mr. Carter continued at considerable length to read to the Court and jury the deposition of Joseph Perry, referred to in our report of this case yesterday.

TESTIMONY OF JASON PERRY.

Jason Perry sworn—I live at Woodstock, Conn.; I am sixty-seven years of age; I have resided there all my life; my father's name was Henry Perry, and my mother's name Sarah; I had two brothers and five sisters; one of my brothers is dead.

This testimony was objected to by the plaintiff's counsel. Defendant had used the deposition of Perry, and counsel now claimed that defendant could not impeach it.

Mr. O'Conor said they could not contradict the testimony of Perry when he stated that he had met Madame Jumel in New York, because Madame Jumel was dead; but he offered the evidence now proposed to be given to show that the whole story of Perry was false.

Mr. Hoar, in order to save time, was willing to admit that Perry's evidence was false. He was instructed to say that Perry was palmed off on the plaintiff.

Mr. O'Conor again denied this statement, adding that the plaintiff stuck to Perry's testimony, and closely cross-examined all the witnesses who were brought forward by the defendant to contradict Perry's statement.

After some further discussion between counsel on both sides,

Mr. O'Conor read a paper in relation to the testimony of Perry. This paper stated that many of the statements in Perry's evidence were false and unfounded.

With the consent of counsel for the plaintiff this paper was marked as an exhibit in the case.

THE LAW OF EVIDENCE ON ANCIENT DOCUMENTS.

The defendant's counsel was about offering some evidence as to a comparison of the handwriting of Major Reuben Ballou, by comparing the signature of that person with his signature on some ancient documents, when

Mr. Chatfield made a short argument, contending that there was nothing in the law of the State of New York to justify this description of testimony. He cited some authorities to the Court.

Mr. O'Conor said that if this case were ever to come before the Supreme Court of the United States that Court would not tie themselves down to the decisions of States on this question, which seemed to vary considerably. In this State there seemed to be a good deal of hostility to the use of experts as to handwriting, founded upon the very good reason that an intelligent jury was quite competent to act as experts themselves. What could they do? Ancient documents, presumably authentic, brought not from a private source, but from a public office, were taken into Court, and they proposed to submit them to comparison before the jury. The papers were dated, and the presumption of truth rather than falsehood allowed them to be brought into evidence. It seemed to him that it would be cruel to reject them, especially as there could be no expert evidence. If these ancient papers, offered for the purpose of comparison, were rejected, the defendant could have no defence on this point.

Mr. Carter followed on the same side with Mr. O'Conor, and contended that in England, under the common law, in the case of ancient documents it was the constant, uniform and unquestioned practice to admit, where there was a dispute as to handwriting, other documents proved to the satisfaction of the Court to be in the handwriting of the party in question, to have the disputed writing proved by comparison. The learned counsel then cited to the Court a case in fifth Adolphus and Ellis, page 514, to support his argument.

Mr. Hoar replied, stating that they could not prove one contested fact by another. Where an ancient document was put in without any proofs of its authenticity except its antiquity, the law did not allow them to presume it was a test by which comparison as to handwriting could be made unless there was no living witness by which the handwriting could be proved.

Mr. Chatfield said that in order to qualify a party to put in this class of evidence the first thing necessary was that the writing offered for the purpose of comparison should be a genuine writing.

Judge Shipman said he believed that, in the English cases, the Judges and the lawyers recognized the distinction in favor of ancient documents.

Mr. Chatfield did not believe that there was a case in this State favoring the admission of this class of evidence; nor did he believe there was one in England, however progressive his learned friend, Mr. O'Conor, supposed the law to be there. If this case went to the Supreme Court that Court would decide this question on the law of the State of New York.

Mr. O'Conor—They will not make half a dozen decisions on a common law rule of evidence.

Mr. Chatfield—I think you will find they have done so.

Mr. Carter—Not on a question as to a common law rule of evidence.

Judge Shipman said his impression was, after a careful and diligent examination of this case, that there was a distinction, even in the State of New York, in favor of admitting ancient documents for the purpose of comparison. By getting proper materials they could, by a comparison of hands, determine the genuineness of ancient documents. It was said that the documents proposed to be put in were not ancient writings. It was now seventy years since the alleged author of those writings died. That was a lapse of time during which no person could have seen this individual write, and in all essential particulars he must regard the papers as ancient documents. The most embarrassing feature of this case was the statement of defendant's counsel that he did not propose to call any experts. But he (Judge Shipman) wished to say that a book had been recently published in England in which it was laid down as the law that not only should ancient documents be received for the purpose of proving handwriting by comparison, but that the examination of experts would follow as a necessary consequence. He would admit the evidence.

Counsel for plaintiff excepted.

Mr. Carter then proceeded to put in evidence the documents referred to. They are papers containing the signatures of Major Reuben Ballou, who is claimed to be the father of George Washington Bowen by Betsy Bowen, and they are admitted for the purpose of comparing the signatures of Major Ballou, as they appear thereon, with the alleged signature of the same person to the entry in the "King Henry Book," recording the birth of George Washington. The defendant claims that this last-named entry is a forgery, and the opposite is maintained by the plaintiff.

All these papers were submitted to the inspection of the jury, who closely examined them.

Mr. Hoar—We have a powerful microscope, and shall offer it to the jury if they think it will aid them in the examination and inspection of these papers.

Mr. O'Conor—By all means, sir, let the jury have the microscope.

The microscope was handed to the jury, and, with its aid, they put the signatures to the papers through a close and rigid inspection.

TESTIMONY OF EFFINGHAM W. WALLGROVE.

Effingham W. Wallgrove sworn—I reside in this city; I am forty-eight years of age; I am a native of New York; I am an attorney and counsellor at law; I was acquainted with the late Hon. William Inglis, once a Judge of the Court of Common Pleas; he died in May, 1863; I studied law with him when I was a boy; I remained with him to the end of his life; his papers came into my possession; I resided in the same house with him for a time; I was acquainted with the handwriting of Mr. Inglis. (Paper shown witness, and he was asked in whose handwriting it was.)

Mr. Hoar objected to the testimony as irrelevant and as going to prove declarations. He supposed it was intended to show that this was in reference to one of the wills of Madame Jumel, by which the defendant claimed there was negative evidence to the effect that Madame Jumel never made any provision for the plaintiff, and he supposed, upon that ground, an inference might be drawn by the defendant that Madame Jumel had no interest in the plaintiff. Such testimony was, in his opinion, irrelevant.

Mr. O'Conor said the evidence was offered for the purpose of showing utter and absolute non-recognition of the plaintiff by Madame Jumel. This would not be in the way of declaration on the part of Madame Jumel; but was in conformity with all the acts of her life for she had never recognized this plaintiff as her son. When she made a will she never spoke of George W. Bowen. She never did any act to recognize him in any way, and the words of the will only came in as declarations taken in connection with facts. Lord Coke had said that declarations lacked the notoriety of facts, for facts could not be denied. Formerly a piece of land might be conveyed to another by word of mouth, but there was something more than that required. It would not do for a party to say to another, "I enfeoff you with this land;" but there must be an act done to show what was intended; and so it had been the custom to give possession of land by handing over a twig and a piece of the soil to the party taking possession. This was something done that gave notoriety to the act. And so, with regard to Madame Jumel's wills; it was notorious that she had never, in any of them, made the slightest allusion to the plaintiff, Bowen.

Mr. Hoar replied that they would save a great deal of time if he would admit, as he now did, that Madame Jumel never left any property, by will or otherwise, to Bowen, the plaintiff, and, so far as this went, it amounted only to a negative declaration that she had no such son. This was not a contradiction of anything that the plaintiff had been allowed to put in. If the other side was allowed to put in those wills they might be taken as declarations against the plaintiff who was no party to the wills, and who was never consulted in relation to them.

The Judge said that he had excluded evidence respecting the declarations of Madame Jumel. But she had made a will, and the making of a will was an act—a very solemn act of one's life. If Madame Jumel had taken the plaintiff to her home and educated him; if she had purchased an estate for him at Providence and given it to him it would be competent to prove that act. He must admit the evidence.

Mr. Wallgrove then, in reply to Mr. O'Conor's questions, recognized several papers purporting to be wills or drafts of wills of Madame Jumel, drawn in the handwriting of Mr. Inglis. These papers were given by the witness to Mr. Charles O'Conor, counsel for Mr. Chase. Witness had seen Madame Jumel at Judge Inglis' office, at Mr. Chase's house and also at her own house. I have (continued the witness) seen Judge Inglis drawing a will for her; he gave it to her and she took it away; I cannot say that I saw her sign the will; during those interviews I believe Madame brought papers to the Judge; Judge Inglis called for the names of the members of Madame Jumel's family; from a memorandum I made in Judge Inglis' books I can state that this transaction about the will took place on the 23d of July, 1851; the memorandum is in my handwriting; it is a charge against Madame Jumel for drawing the will.

Cross-examined by Mr. Chatfield—I recollect that Madame Jumel brought a paper to the office, but as to seeing her put it into Judge Inglis' hands I cannot now remember; I have no doubt she brought a paper to the office; I heard Judge Inglis ask her to bring him the names of her family, so that he might have the names right in the will.

Mr. Wallgrove was cross-examined as to the testimony he had given in this case on the last trial.

TESTIMONY OF ELIZABETH PRINDLE.

Elizabeth Prindle sworn—I reside at 222 DeKalb avenue, Brooklyn; I knew Madame Jumel by sight; I knew every member of the family of Mrs. Maria Jones; I was at the house of Mrs. Jones when Madame called there for certain information; she came there to get the names of every member of the Jones family; I think Mr. Stephen Jones wrote down the names for her; that occurred in July, 1851.

The witness, an exceedingly intelligent lady, was briefly cross-examined by Mr. Shaffer, but she did not deviate from her statements on her direct examination.

Mr. Carter then read the deposition of Dexter Thurber.

After the reading of this paper had been concluded the Court adjourned until eleven o'clock to-morrow (Thursday) morning, to enable Mr. Charles H. Mount, one of the jurors, to attend to-day at the funeral of his father-in-law, Mr. Isaac N. Seymour, whose death was announced in the latter part of last week.

## THE DEPUTY CHAMBERLAINSHIP.

**Palmer Proudly Bears Away the Palm and Foley Files for Another Fight—The Injunction Against Foley Made Permanent—Resorting to Quo Warranto Proceedings as the Final Test.**

Judge Barbour, of the Superior Court, having taken time to digest the long-drawn-out argument and read over the voluminous papers of the opposing counsel in the matter of the Palmer-Foley injunction, yesterday gave his decision in the case. This decision was simply making permanent the temporary injunction granted several days since upon application of Mr. Palmer, City Chamberlain, restraining Mr. Foley from meddling with the affairs of the office or in any way assuming to act as Deputy Chamberlain by virtue of his appointment as such deputy by the Comptroller. It was supposed that Judge Barbour would embody his decision in a written opinion, giving the grounds upon which his decision is based. He did not, however, think this worth while, it seems, but took the "most sharp and decisive" course of simply directing the Clerk to enter on the Court bulletin the title of the case with the addenda, "Injunction granted." "This and nothing more." It told the whole story, and the counsel, as well as the parties now immediately interested, understood its purport at once. It put a stop to the continuous fusilade of inquiries on the subject, of which the Judge was the victim. Here, by the way, is how he settled one of the inquiries:—

"Have you given your decision yet in the Foley case?" one of the counsel asked him on Monday, directly after he had taken his seat on the bench.

"Do you wish to know my decision!" asked the Judge in his turn, and with a blandness of manner unusual to him.

"I would like to know it most certainly, as everybody is asking me about it."

"And you want to know what to tell them?"

"Yes, Your Honor."

"Well, I have no objection to telling you"—and here the Judge paused a moment, and the counsel's eyes fairly danced with delight in anticipation of the revealed decision, and the Judge then slowly added, "what to tell them. Tell them you know nothing about it."

That counsel did not seek to interrogate the Judge further. The story got noised about, and the Judge was given a rest, till yesterday he announced his decision in his own chosen way, as explained above.

It is needless to state that the decision was a good deal talked about in the various Courts. Mr. Foley was pretty well taken aback, as he confidently expected a reverse decision. He, however, does not give up the boat yet, but means to fight it out on this line if it takes all Winter. Steps will at once be taken through quo warranto proceedings to test his claim to the office he evidently so strongly courts. The end is not, therefore, yet in the Courts.

## BUSINESS IN THE OTHER COURTS.

SUPREME COURT—TRIAL TERM.

**Reminiscence of the Late War—Retrial of an Old Case.**

Before Judge Van Brunt.

Suits having their origin in transactions growing out of the late war—although this so-called late war dates back now nearly a decade of years—are of quite frequent occurrence in the courts. The latest in the list is one concluded yesterday in this court, with the facts of which, it having been tried before and gone to the Court of Appeals, the public are familiar. This suit was brought by Messrs. Stone, Bliss & Fay, commission merchants of this city, against the firm of Brownings, Button & Kimball to recover the value of sixty-five cases of sky-blue kerseys, sold in March, 1863, to the latter firm. This was the time when this class of goods found ready sale to the government for conversion into clothing for the "Boys in Blue." The plaintiffs claimed that the defendants agreed to pay them $1 20 a yard for the goods, to be paid for in notes given at four months. The defence was that the goods did not come up to the samples, were not uniform in color and were of inferior quality. After some two years of motions and counter-motions, rejoinders and counter-rejoinders, the case came to a trial, before Judge Clerke, and resulted in a verdict for $15,791 88, the full amount claimed. Upon this verdict the defendants made application to the Special Term for a new trial, which was denied. An appeal was taken from this decision to the General Term, and the judgment of the lower Court and denial of the application for a new trial sustained. Still dissatisfied, the defendants carried the case to the Court of Appeals, where a new trial was ordered. The new trial began several days ago, and, as stated above, was concluded yesterday. The testimony, of course, was simply a repetition of the previous evidence. The only feature of additional interest was the appearance in the case of William M. Evarts. The result of this second trial was another verdict for the plaintiffs, this time the total figures swelling up to $23,711 72.

SUPREME COURT—CHAMBERS.

**Decisions.**

By Judge Barrett.

Hooley vs. Johnson.—The surety, Brown, is insufficient and must be rejected.

Douglas vs. Gillig.—Extra allowance of $2,000 granted.

The Quassaick Bank vs. Waddell.—Motion for extra allowance denied.

Carpenter vs. Newman.—Motion granted.

Bryan vs. The Mayor, &c.—Same.

Frohbison vs. Kauer.—Same.

Wheaton vs. Williams.—Same.

De Jonge vs. Smith.—Same.

Winchester vs. Allen.—Same.

Knox et al. vs. Dwyer et al.—Same.

Dwyer vs. Dwyer.—Judgment granted and allowances granted.

Harrington et al. vs. Hall.—Motion granted.

Indianapolis, Pennsylvania and Chicago Railroad Company vs. Tyng.—Allowance of three per cent upon the money granted.

Continental Insurance Company vs. Schedel et al.—Motion granted.

McClellan vs. Augur et al.—Same.

Shurg vs. Dodge et al.—Motion for judgment granted.

Hurd vs. Katz.—Motion granted.

Clifford vs. Hoagland.—Same.

McFarland vs. Lydecker.—Motion denied.

Gregory vs. McGinness.—Report confirmed and order granted.

SUPERIOR COURT—SPECIAL TERM.

**Decisions.**

By Judge Barbour.

Palmer vs. Foley.—Injunction granted.

Squire vs. Depaun.—Order granted.

By Judge Van Vorst.

Sretials vs. Gillies.—Case filed.

COMMON PLEAS—SPECIAL TERM.

**Decisions.**

By Judge Loew.

Henry Coolidge, a lunatic.—Application denied, because the default was prematurely taken.

Lewis vs. Lockey.—Motion granted.

Fuchtwanger vs. McEvally.—Motion to place case on short calendar granted.

Fitch vs. Rider.—Motion granted.

Ross vs. Breivogel.—Motion to dismiss appeal granted.

Frinell vs. Kearney.—Motion granted.

Cohen vs. Rubenstein.—Reference ordered.

Gambling vs. Jones.—Motion to place cause on special calendar for short causes granted.

Reese vs. Rutherford.—Memorandum for counsel.

Ruff vs. Obert.—Same.

Smith vs. Bennett.—Motion to vacate and set aside execution denied.

MARINE COURT—PART 3.

**Decisions.**

By Judge Joachimsen.

Jessup vs. Wiener.—Action to recover price of housepainting. Judgment for plaintiff, $225 and costs and $25 allowance.

Klinker vs. Cohen.—Action on promissory note. Judgment for plaintiff for $248 and costs and $25 allowance.

Herschstein vs. Zink.—Action to recover possession of personal property. Judgment for plaintiff; value of property assessed at $126; damages $10 and costs and $25 allowance.

Meyer vs. Van Dringelow.—Action to recover fee for professional service. Judgment on verdict for plaintiff $50 and costs.

Shumway vs. Salomon.—Action to recover balance for goods sold and delivered. Judgment for plaintiff, $379 11 and costs and $25 allowance.

Kahn vs. Mentz.—Action to recover balance of money lent. Judgment for plaintiff, $246 37 and costs and $25 allowance.

Atwater vs. Fuller, President of the New York and Boston Express Company.—Action to recover value of trunk lost. Judgment for plaintiff for $79 20 and costs and $25 allowance.

Kamping vs. O'Brien, late Sheriff.—Action for taking and conversion of personal property. Judgment for defendant for costs and $25 allowance.

Gill vs. Long.—Action for price of goods sold and delivered. Judgment for plaintiff for $408 97 and costs and $25 allowance.

Henderson vs. Cummins.—Action on a promissory note by endorsee against maker. Judgment for plaintiff for $1,179 42 and costs and $25 allowance.

Smith vs. Mack.—Action on contract. Judgment for plaintiff for $290 31 and costs and $25 allowance.

Decker vs. Brown.—Action on promissory note. Judgment for plaintiff for $261 70 and costs and $25 allowance.

McCreery vs. Young.—Action on tract.—Judgment for plaintiff for $272 94, with costs, and $25 allowance.

Schiele vs. Olberman.—Judgment for plaintiff for $350 60 and costs and $25 allowance.

COURT OF GENERAL SESSIONS.

**Larcenies and Burglaries.**

Before Judge Sutherland.

The first case called yesterday was an indict