

# HYLAN CLASHES WITH UNTERMAYER IN EXPLAINING "STONE RING" BIDS

When the Mayor and John O'Brien, Corporation Counsel, bombarded Mr. Untermyer with questions, it left a decided comical touch to the proceeding. Mr. Untermyer waved his arms when the questions were shot at him loud enough to be heard by those around. Then the counsel repeated some of the questions to the witness but stubbornly refused to repeat others, while the crowd roared.

Great as was the interest in the Hylan-Untermyer clashes, the daily sensation, as supplied regularly by this inquiry since it started, came at the very close, with Mr. Robertson's testimony.

The fee to Brindell, the witness said, was paid to insure against strikes. This is the first time that term has been applied to such payments. Further, the witness made known that big firms regarded it as essential and quite proper to pay big sums to learn what the master of labor had in mind regarding wages to be paid workmen in the many trades.

Brindell told Mr. Robertson, the latter testified, that a general wage boost was to go into effect in New York January 1 next. With that information the contractor knew how to figure on future work and the fee was a small percentage compared with what losses would have been had the builders been caught on a big project with wage increases.

Mr. Robertson lives in Bronxville and is a partner in the firms of Todd, Irons & Robertson, Inc., and Todd, Irons & Todd, building contractors. The corporations were putting up the Guaranty Trust Company's Building and have the contracts for the great Cunard pier development on the New Jersey shore, valued at a cost of from \$3,000,000 to \$40,000,000. Three hundred men on the Guaranty Trust Building went on strike and one of Brindell's agents named McDonville advised Robertson to go see Brindell. So the latter went.

Clarence L. Smith, contractor, and Mr. Taylor of the Foundation Company accompanied Robertson and they had a talk with Brindell in the latter's office at 12 St. Mark's place. The labor leader complained that Post & McCord were employing non-union steel men for drilling and when the contractors agreed to end that the strike was called off by telephone. It had lasted two hours.

Then Brindell called Robertson into a side room, the witness continued. They talked about general labor conditions and when Robertson told about his \$35,000,000 contract Brindell suggested it would be a nice thing to have "strike insurance" on each job, the witness said. The contractor agreed. It was arranged they should meet a week later and talk it over.

**Talked "Insurance" at Luncheon.**

"I took Brindell to lunch at the Commodore Hotel and we talked further about general labor conditions on the pier job," Mr. Robertson continued. "I wanted to get information about the labor market. I said it would be a nice thing to have the strike insurance. We were preparing our estimates and wanted to know what the labor would cost."

"I met him a few days later at the Guaranty Building and we walked around the job. When we got to the third floor I talked to him. I said, 'Now it would be a very nice thing to get this all straightened out so that we can get your advice and help and cooperation in settling all these labor questions, and I want to know what sort of arrangement we can make.' He quoted the sum of \$50,000."

"Said he wanted \$50,000?" Mr. Untermyer asked.

"Yes, sir," the witness said.

"What did he say about strike insurance? Won't you tell us in plain English?"

"Well, it was very intangible as far as that goes—I wanted to get his cooperation and help on our work."

"What sort of cooperation did you want to get?"

"I wanted his advice to prevent strikes."

"And what did you say then?"

"I wanted to know how he wanted it."

"And how did he say he wanted it?"

"Twenty thousand dollars immediately and the rest of the payments to come along on request—to be strung along."

"At his request?"

"Yes, sir, while I was to have some option on that."

"Did you bargain with him?"

"No, sir; not much."

"Didn't you first say you would pay \$10,000?"

"Yes, sir."

"What did he say to that?"

"That he needed \$30,000 right away; that he had a lot of things to take care of."

"How soon after that did you see him?"

"The following day, at the Commodore Hotel. We had luncheon together, and after lunch he took me back to the office in an automobile and I put \$20,000 on the seat of the automobile."

"Did you put it where he could see it?"

"I think so. I put \$20,000 on the seat of the automobile, and my recollection is that I said: 'This is the first payment on account in accordance with our agreement.'"

**Payments Made in Automobile.**

There were several more luncheon parties at the Commodore Hotel. After each, Brindell took Robertson around the block in the automobile, and Robertson left a package of bills in the car, the witness said. Little was said between them about the money. The second payment was \$6,149, and the third \$3,851, a total of \$10,000. The odd sums were given to disguise the transaction in his books, Robertson said. Then two payments of \$1,999 each on the retainer were paid in September and October last.

"So you are still \$18,000 shy?" Mr. Untermyer asked. "Are you going to stay shy?"

"I hope so," the witness said. "But I wish to say, Mr. Untermyer, that Brindell was a great help to us and that I consider I have an agreement to pay him the full \$50,000."

"That goes into the cost plus estimates?"

"Yes."

"The people who are putting up the building have to pay that \$50,000, don't they? You don't pay it?" Senator Lockwood asked. The witness said that was a fact.

Mayor Hylan was tied up in a meeting of the Board of Estimate all the forenoon. It was well after noon when he was ready and took the stand. He promptly addressed the committee with his request that he read a statement he had prepared.

Mr. Untermyer at once objected, protesting that he wished to examine the witness instead of hearing the letter.

"We permit him to keep on reading letters, we will never get away from here," declared Mr. Untermyer.

Mayor Hylan insisted on reading the letter.

"I want to read this letter. By it I can make the truth known. This letter should be read, and I propose to read it," said the Mayor.

He declared that Mr. Untermyer was trying to keep him from revealing the truth of the matter.

"I am not trying to do anything of the kind," replied Mr. Untermyer. "We will have Mr. Snyder down here this afternoon, and he will testify as to what he has written to you."

**Prefers to Hear Mayor Testify.**

Mr. Untermyer was asked why he objected to allowing the Mayor to read the Snyder letter, and he said that he preferred to hear the contents from the author.

Assemblyman Peter Hamill then said: "You read a number of letters yesterday, Mr. Untermyer. Were those all sworn to?"

"No, oh, no; they were not," said Mr. Untermyer.

"Then, what are you objecting to now? This letter has not been sworn to, but the Mayor says he got it from Mr. Snyder."

Mr. Untermyer still objected and there was much hissing from the back of the room, and every one began talking at once.

Finally the Mayor turned to Mr. Untermyer and said heatedly: "If you won't let me read the letter I'll hand it out to the newspapers when I leave this chair. I mean to let the truth be known to the people of this city."

There were cheers at this, mingled with hisses, and the disorder became so great that the chairman used his gavel.

When, after reading his statement,

Mayor Hylan offered to submit some "official correspondence to substantiate this statement," Mr. Untermyer protested: "Can't we read that some other time?"

"No, it is only short," replied the Mayor.

"Do you want to put all those people in the Ananias Club with me?" asked Mr. Untermyer.

The Mayor interrupted him by promising to take only a couple of minutes and started to read. When he began to read the letter from Mr. Snyder Mr. Untermyer interrupted:

"I object. One moment, Mr. Chairman."

"There are only three pages," said the Mayor.

"One moment," Mr. Untermyer insisted. "If it was three lines—we have pursued a uniform policy since this committee was organized of not accepting hearsay, or party evidence. We have done it in the protection of the reputation of people who were called before the committee. It has been a departure from other investigations. In the interest of fairness, if Mr. Wilsey wants to come here and testify—"

"No, it is Mr. Snyder's letter," explained the Mayor.

"If Mr. Snyder wants to come and testify Mr. Snyder will be heard," said Mr. Untermyer. "In fact, we thought it was Mr. Wilsey, and we subpoenaed him for this morning, but we object to his reading into the record of Mr. Snyder's statements, not under oath, with no opportunity for cross-examination; and we suggest to the Mayor, as a lawyer, that that sort of thing should not be tolerated. Now, then, if the Mayor wants Mr. Snyder called we will call him. We will call anybody he wants us to call."

"I want to read the reply," protested the Mayor. "There should not be any objection."

**Mayor Is Ruled Out of Order.**

"We object to it," repeated Mr. Untermyer. Chairman Lockwood broke in with:

"The chair rules that the reply is not admissible, but I realize it is important. We will have Mr. Snyder brought here at any time."

"I appeal to you to let me read this reply," put in the Mayor.

"We cannot allow Mr. Snyder to make a statement," insisted Mr. Untermyer, but the Mayor continued: "I have his reports branding those statements—"

"I object to the Mayor stating what he has in somebody else's report," Mr. Untermyer interrupted. "I object to the interruption of this proceeding by immaterial and incompetent matter, which the Mayor, as a lawyer, knows would do incalculable injury."

The Mayor—The people of the city ought to know the truth, and you should not object to my giving that truth.

Mr. Untermyer—The people of the city will learn the truth if Mr. Snyder goes on the witness stand. What more can you want?

The Mayor—They ought to know the truth.

Mr. Untermyer—What more can you want than we should put him on?

The Mayor—I appeal to you gentlemen only in fairness to put—

Mr. Untermyer—This word "fairness" is overdone.

The Mayor—No, it is not overdone. I want to be fair, Mr. Untermyer.

Mr. Untermyer—But let us enforce the rule, Mr. Chairman. If we call witnesses here next week and they proceed to read a lot of letters from people, we can't stop them. They will say, "You permitted the Mayor to do it."

Corporation Counsel O'Brien—I want to suggest a couple of questions—

Mr. Untermyer—Sit down and write them out.

Mr. O'Brien—I will give you a few questions to ask his Honor while he is on the stand now, and ask you to make the record straight by asking those questions.

The Chairman—Mr. O'Brien can do that when the Mayor resumes this afternoon.

The statement which the Mayor read in part was:

"Before beginning my testimony this morning I demand the privilege of making a statement. In this morning's

stated that the stone question would be disposed of the Friday following.

The Mayor again tried to break in to ask Mr. Snyder questions and there was another row. Mr. Untermyer declared he was not going to make a circus out of the hearing. The Corporation Counsel and several members of the committee examined Mr. Snyder, their questions bringing out that the cost of the stone construction was only part of the total of a building.

William Zaranko, president of the city contracts should be cancelled. The committee will resume its sessions next Wednesday and will sit for three days next week. Thereafter the committee proposes to hold four sessions a week until finished.



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