

INDICT 5 FOR GRAFT, BRINDELL IS BAILED

Grand Jurors' Findings Kept Secret Until Defendants Can Be Arrested.

EIGHT ON \$15,000 BRIBE

Witness Tells of Backer's Relations With Building Trade Union's Czar.

While testimony of a startling nature was being introduced yesterday in the trial of George Backer, builder, who is accused of perjury before the Lockwood Legislative Committee on Housing, additional indictments were filed against Robert P. Brindell, president of the Building Trades Council, and other persons intimately connected with the building trades situation.

Much secrecy attended the presentation of these charges because it was necessary to issue bench warrants for certain of the indicted persons, and the prosecutors did not want them to have advance notice of their predicament. It was stated, however, that this secrecy probably would be thrown aside this morning, when it is believed the defendants will be presented in court. It was reported that there are four defendants named.

Brindell, who was notified by telephone, appeared at the Criminal Court Building in the evening with his attorney, Martin W. Littleton, and was arraigned privately in the chambers of Judge Mulqueen of General Sessions, who continued him in the \$10,000 bail furnished last month. Brindell had been arrested on three other indictments charging extortion and attempted extortion. The nature of the fresh charge against Brindell was not disclosed.

The indictments were filed by the November additional Grand Jury, which, together with the new extraordinary Grand Jury, is devoting its time exclusively to the investigation of evidence of conspiracy and corruption in connection with the building trades situation here as these matters are uncovered by the legislative committee.

New Story About Brindell. The most important feature in the trial of Backer was the calling to the witness stand of Samuel S. Jones of 413 West 15th street, an excavating contractor, who has worked on some of the biggest jobs in the city in the last few years. He told a new story of Brindell's doings and admitted that he had suggested to Backer that he bribe Brindell to call off a strike on a building in which he was interested because he "knew of only two things to do when men stopped work, and it seemed as if you would have to be seen."

Edmund L. Mooney, chief counsel for Brindell, also sprang a surprise in opening his defence when he told the jury that Backer had been a witness stand and would reveal the identity of one of the two men to whom he paid \$15,000, which is alleged to have been bribe money for Brindell.

He said that since the day when Backer testified before the Lockwood committee he had paid this \$15,000 to two strange men he had been searching for those men and that his efforts had been rewarded by the discovery of one, although he is still in the dark regarding the identity of the other.

Mr. Jones was the first witness called for the defence after Judge Rosinsky, who presided, had directed the admissions made upon the ending of the people's case. The first question fired at him by Mr. Mooney was: "Are you a right hand man of Robert P. Brindell?" It was answered in the negative.

Introduces Backer to Brindell. Mr. Mooney then asked him if he had introduced Backer to Brindell, to which Jones replied that he had done so on April 14, 1920. When he spoke of Brindell's organization, the Building Trades Council, Mr. Mooney asked if it was known by any other names.

"It is known as 'Brindell's organization' or as 'Brindell,'" replied the witness. Then, speaking further of this organization, he said: "It had been getting powerful all along, but Brindell was not the absolute boss of the situation until this year."

This caused Judge Rosinsky to ask: "Is he the absolute boss now?" "Well, he was until this investigation started," replied Jones. He then related how work had been stopped on a building on which he was interested, and how he had called upon Brindell on April 13, the day on which the strike had been called, and had been informed that Backer, who was also working on the building, was "in wrong." Brindell had stopped work on this job because another man on another job in which Backer was interested was using non-union materials for part of his work. This other job was the \$2,000,000 building of Ephraim Levy on Seventh avenue between Thirtieth and Thirty-first streets.

"Brindell said, 'I will leave that work there till it rots, just to make an example of them,'" Jones testified.

He stated that at Brindell's suggestion he took Backer to see the czar of the building trades the next day, and that Backer explained he was not responsible for the strike, and was only to receive a commission of \$35,000 for his part in the erection of the building.

Brindell "Had to Be Shown." "Brindell is the kind of a man who wants to be shown things," he said, "so he wanted to see Backer's contract with Levy. After he had seen it he said that the strike would continue on the building in which Levy was interested, but that he would call it off on Backer's other projects."

As further proof that Backer was not a friend of Brindell's and that he had no object in trying to shield him while testifying before the Lockwood committee, Mr. Mooney questioned Jones about a "fight" between Backer and Brindell over another building operation last August. On that occasion, Jones said, Brindell did not want Backer to have some material from a building that was being torn down, and they used profane and abusive language at each other.

The witness testified that he first suggested to Backer that Brindell might be after bribe money while they were riding in Backer's automobile. "Backer said, 'I never paid a dirty dollar to any one in my life,'" Jones testified, "and I said, 'neither have I, but I have heard a lot of things around in the business.'"

This conversation was the subject of much questioning by Mr. Mooney, Emory R. Buckner, special deputy attorney general, and by the court and the witness returned upon a specific question to that effect, that he had suggested to Backer that Brindell might accept \$25,000. Mr. Buckner asked the witness if he had not stated to him in a private conversation last week that Backer had told him on the day following his first conference with Brindell, "I have fixed Brindell, and if I did not have so much at stake I would send him to jail."

"I never told you that," declared the witness.

The trial will continue at 10 o'clock this morning.

\$1,000,000 IN NEW GRAFT LEVY TOLD

Continued from First Page.

"Who is the man?" "I do not know."

"What has become of the index to the quotation cards?" "I do not know."

"That book has disappeared and we want to know where it has gone."

"I do not know where it is."

"Don't you think it is very surprising that the cards and index books of all books and papers of this supply bureau should have disappeared?"

"I do not know that it is."

"You think it is quite natural?" "No, I do not. They had not been in use for a great many months."

"Is there anything else missing of this bureau, except those things?"

"Not that I know of."

"Were you a member of the bureau when this quotation card and contract card system was incorporated?"

"I decline to answer that question on my constitutional rights. It might tend to degrade and incriminate me."

Fenny Assin Up for Contempt. Mr. Penny was again cited for contempt of the Legislature for refusing to answer questions.

Admission was made by Sydney J. Treat, secretary of the Association of Dealers in Masons' Building Materials, that in July last he destroyed three packing cases of letters and documents of that association.

Mr. Untermeyer recalled that this destruction was after Treat had been a witness before the Mayor's Committee and asked:

"You know it was announced that your association was regarded as a criminal conspiracy?" The witness did.

"And you knew that the papers were before the District Attorney following that investigation?" The witness did not know that. He said he did not know it was a criminal offence to destroy papers bearing on a subject under investigation by the District Attorney.

Mr. Treat said he was also secretary of the New York Lumber Trade Association. Its bylaws were revised last May because they had become obsolete.

"Did you say obsolete or illegal?" Mr. Untermeyer asked. There are thirty-five trustees and William C. Reid is president.

"What does this mean: 'Article 7—Any member of the association guilty of misconduct, delinquency or breach of faith in his relations to the association in its business transactions with any of the members thereof, or of violation of any of the provisions of the constitution, by-laws, rules or regulations, may be warned, censured, fined or expelled.'"

"Just what it says."

"I would like to read you article 13 of the by-laws, headed retail charges and profits," said Mr. Untermeyer. "The minimum charge for selling and handling spruce timber shall be 5 per thousand feet and as much more as may be prescribed by the Board of Trustees, by rule or otherwise, and no member of the association shall make a less charge or receive a less sum on retail spruce timber, at a rate less than the amount of said charge, added to the wholesale price of spruce timber current at the time of such sale and quoted by the lumber committee, except in case of timber actually and bona fide sold for shipping purposes or to be used outside the city of New York and all that part of Hudson County, N. J., east of the"

Hackensack River." You remember that by-law, don't you?" "I remember it, yes sir."

Daniel J. Murphy, assistant to Arthur D. Hammond, the accountant named as the one who went over the books of the Supply Bureau, was called to explain what the audit showed and what the "insurance fund" was. Mr. Murphy said Mr. Hammond was travelling in the West and that there was no record book in the office showing the audit. Mr. Hammond probably had it with him, as the accountant knew the investigation was going on and he may have decided to take along the record. The witness could not shed any light on what the accounting had shown.

The next witness, William K. Hammond, a brick manufacturer, with an office at 628 West Fifty-second street and a plant at Dutchess Junction, denied he had been present at meetings called to fix the price of brick. Prices had been discussed, however.

"Who were called to attend the meeting?" Mr. Untermeyer asked.

"The men who had vision," the witness said.

"Vision of higher prices?" "No; the vision to see that the war was over."

Robert Main of Saugerties said he was half brick manufacturer and half farmer. He has stock in and manages the Empire Brick and Supply Company.

Since the war his company has been making 20 per cent. of capacity, which is 60,000,000 brick a year, and the same applies to most manufacturers.

"Is not that an effort to curtail supply?" Mr. Untermeyer asked.

The witness did not like Mr. Untermeyer calling it restricting the output and the lawyer said he wanted to be obliging. The witness was sure that meetings about which he was questioned were called merely to discuss conditions and not to fix prices.

There was a momentary flash of excitement when George O'Brien, youthful clerk in Hammond's accounting office, producing papers in answer to subpoenas, informed the committee that he had a set of documents dealing with the accounts of John A. McCarthy and Frank E. Wise and others.

More Papers on the Lost List. Throughout this supply bureau probe there has been great interest in finding out what Mr. McCarthy, former partner of Charles F. Murphy, Tammany leader, did. Mr. Untermeyer soon learned that the papers did not deal with individual transactions with the supply bureau. O'Brien said he did not know what had become of the missing papers and files.

"Do you know why the files were taken?" Mr. Untermeyer asked.

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Availability

What investments showed up during the World's War as having the right kind of availability for being converted into cash?

Ask the savings banks. The bonds which they took for quick assets had depreciated so much that they turned to their mortgages and raised far more money from the realization on mortgages than from the sale of securities.

An additional fact—the mortgages were paid at par.

Bond & Mortgage Guarantee Co. 176 Broadway, New York City 115 Remsen Street, Brooklyn

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Stone Masons Contractors Association if he wished to avoid trouble. Delegates from the association called off his men on a job in 178th street, the witness said. All his employees were union men in good standing. Then he went to see the president of the association and was told, he testified, that he could not go on in business unless he paid \$1,500 initiation fee.

"Sweet Talkers" Get Off Cheaply. "But they take anything they can get," Brocia added, shrugging his shoulders. "I talked my fee down to \$150. Two other contractors in my same fix paid \$350 and \$450 to get in, and one who was not a sweet talker paid \$700."

His men went back to work. Brocia, one of the largest mason contractors in the city, attended three meetings of the association, he testified. He told of a plan to jump the price of stone work from 25 to 35 cents a cubic foot and assess every contractor 2 cents for each cubic foot of work done by every workman.

"That would amount to about \$1,000,000 in a year," the witness said. At the second meeting it was voted to pay the walking delegate \$200.

"The president said we would put it in the books that some one had died and we had sent flowers," the witness said.

At the third meeting another \$200 was voted to be covered in the books as "cost of a banquet, but there were no eats," the witness said. Then he bolted. He served notice he would not pay in any more fees for such purposes and the meeting broke up in a free for all fight.

In 1919 he tried to start up again and instantly began to hit snags. He took several contracts. He fixed up a walking delegate on one job by paying \$10 a week, but when he took a contract for the mason work on 250

houses in University avenue the delegate demanded \$100 a week.

A row followed, Brocia said, and he refused to make payment and was unable to get masons. Finally he gave up and for months has been out of business.

The hearing will be continued to-day.

NEW ATTACK BEGINS ON HOUSING LAW

Question of Constitutionality Before Federal Judges.

Judges Charles M. Hough, Augustus N. Hand and Julius M. Mayer of the United States District Court heard arguments yesterday in the new suit brought by the Marcus Brown Holding Company of Newark, N. J., to test the constitutionality of the New York State housing law. The original suit against Arnold Pollak, a tenant in the apartment house on West Ninety-first street, having been dismissed because the amount involved was less than \$5,000, the Marcus Brown Holding Company instituted the present suit against Marcus Friedman and Benjamin Frank Schwartz, joint tenants occupying another suite in the same apartment house.

J. A. Seidman, counsel for the plaintiff company, in his argument said that when Pollman and the Schwartzes were notified to vacate the company furnished them with a list of apartments then vacant, but they refused to move and continued to occupy the apartments under the State law. He therefore contended that the State emergency legislation was unconstitutional because it deprived his clients of their property without proper compensation.

At the conclusion of the argument decision was reserved by the Judges.

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DREICER & Co Pearls, Precious Stones and Jewels FIFTH AVENUE AT FORTY-SIXTH

THE PORTER The Last Word in Motor Car Construction 60 Horsepower developed at 1,000 revolutions. Wheelbase 142", Chassis \$6,750. A Number of New Models of Enclosed Bodies by Brewster & Co. MORTON W. SMITH CO. 19 WEST 44TH STREET

BRILL BROTHERS We Stand to Lose a Quarter of a Million and we'll do it with a smile TWO HUNDRED AND FIFTY THOUSAND DOLLARS. That's the loss represented throughout our stores by the reductions quoted in this advertisement. We're faced with the bald, stark fact that prices are plunging downward every day—and we're going to unload. It's no longer a case of prices coming down. They are down—that is, they are down in Brill stores. Newspapers, manufacturers and men of affairs are accusing the retailer of blocking the wheels of industry by holding up the movement of merchandise through refusal to sell at the loss called for by the present replacement prices. We leave it to you to judge from this announcement, and a view of the values offered, whether Brill Brothers can be included in this group.

Stern Brothers WEST 42d ST. (Between Fifth and Sixth Avenues) WEST 43d ST. Kirschbaum OVERCOATS FOR YOUNG MEN AND MEN \$55.00 Overcoats less 25 per cent. \$41.25 \$65.00 Overcoats less 25 per cent. \$48.75 In all New York, you will not find comparable overcoat value—in fabric quality, in workmanship or in price. Ulsters, motor coats, town ulsters, dress overcoats and Chesterfields. 25 PERCENT DISCOUNT ON OUR MEN'S CLOTHING STOCK Original closely-marked prices remain untouched upon all garments—discounts made at time of purchase. \$32.50 garments \$24.38 A saving of \$8.12 \$40.00 garments \$30.00 A saving of \$10.00 \$45.00 garments \$33.75 A saving of \$11.25 \$50.00 garments \$37.50 A saving of \$12.50 \$55.00 garments \$41.25 A saving of \$13.75 \$60.00 garments \$45.00 A saving of \$15.00 \$65.00 garments \$48.75 A saving of \$16.25 \$70.00 garments \$52.50 A saving of \$17.50 Necessary alterations at cost. All suits, all overcoats, all dress suits, all ulsters, all leather coats, all raincoats included. MEN'S SECTION—THIRD FLOOR

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