TAINT OF FRAUD ABOUT THE DEPOT AND ITS MAKERS

Changes by Which the Contractors Seem to Have Robbed the Public.

The Floor for Which the State Has Paid and the Floor Which the State Received Cited as an Instance.

Rising in stately proportions at the foot of Market street is the nearly completed depot. To the eye it presents a noble aspect. As a monument to the generosity of the public, it might have been as well a monument to the diligence and integrity of officers who have had charge of its erection. But unless the suspicions which beclo d the reputations of more than one man can be cleared away it is like to be a monument to their shame. The shadow of scandal rests over the edifice.

There is reason to believe that the State has been deliberately cheated. Every apparent evidence tends to show that while certain materials and work were contracted for other materials and work have been utilized, these being of inferior quality, but paid for as though of the high grade expected. And now claims are made that ther will not be funds to complete the work. Ample funds were provided. The limit of expenditure was set at $600,000. At one stage of progress when contracts to the amount of $530,000 hau been let there remained only enough contracts still to be let to run the total up to $555,000. Surely the margin of $45,000 would have been considered sufficient to meet the possible exigencies.

But there have been no exigencies. On the contrary the cutting out of expensive detail, the substitution of second-rate stuffs, the introduction of cheaper methods would naturally have been regarded as tending to widen the margin. It did not have this effect. On the contrary it is a fact of record that one contractor was paid $2416 extra for so departing from the specifications under which he had agreed to work as to increase his own profit by many thousands. Why he should have been rewarded for a course which should have received exactly the contrary treatment there is nothing in the minutes of the Harbor Commissioners to show. They simply did it. Fortunately there are bodies to whom such transactions may be explained. These bodies are known as grand juries. There is one in business in this vicinity.

It is a long and shameful story, to tell it a duty. Inside and outside the depot, for all its imposing tower and its sweep of its many arched wings, is tainted by sham. Above the foundation has been erected a superstructure of fraud. Not that the depot is all bad; not that every man having to do with it has been bent on cheating. It is simply spotted with rottenness. Any who deems himself accused may fly to the Grand Jury with his woes.

Perhaps a single item may serve to show the spirit which has governed parts of the work. The difference between the cost value of the floor of the great nave as it has been laid and the cost value of this floor as the specifications declared it should be laid is $39,597. Yet it is believed the contractor was paid according to original specifications. This not only inured to the illegal profit of some one, but it was more than a money injury to the State. Experts declare that the floor is dangerous; that it cannot be permanent; that it is structurally defective. They make the case so plain that, stripped of technical terms, it may be understood by the layman. To make it plainer, however, a diagram of the two floors is presented. An astute member of the Grand Jury might be apt to cut it out to serve as the inspiration for some questions. The floor was to have been supported by arched hollow tiling. Through this was to run a series of steel ties binding it firmly. That it would have been strong is patent.

The floor as it is to-day only suggests the original because of the mosaic surface. It rests on a very different basis. Instead of the tiling there is a filling of broken stone and cement. To sustain this is a layer of "expanded iron." It is light and unsubstantial, and yet from it the floor must derive its tensile strength. Expanded iron is a sheet of the metal slit in parallel lines, the slits overlapping. Subjected to lateral strain these slits are distended, so as to present the appearance of a set of diamond-shaped orifices. To the uninitiated the metal looks as flimsy as the iron lath now in common use. But the serious doubt is as to its durability under such conditions as will obtain at the depot. It will be damp from the frequent hosing of the floor. It will be suddenly dried in places by the steam pipes. Not even fortified by a coat of paint against corrosion, it will be certain to rust. With a few months or years of rust its virtue will depart. The abolition of the arches altered the depth of the floor, so that the steel ties had to be omitted. Had they been put in they would have been exposed to view.

There is another phase of this part of the subject. According to contracts the State furnished the cement demanded by the plans. With the hollow tiling there would have been need of much less cement in this floor than is there. The cement is combined with broken stone. The contractor, being obliged to furnish the stone, naturally found it to his interest to use a large share of cement.

Summarizing briefly here: The floor is not the one for which the State agreed to pay. It is computed by persons competent to know to have cost the makers $39,597 less than the floor as designed would have cost. Now, if the State not only pays just as if it were getting the original floor, and throws in a lot of cement, is not the State being cheated? This is a question which naturally comes to mind. It may also be mentioned as not devoid of interest that the pillars underneath the girders of this floor were, in the accepted specifications, sheathed in fireproof tiling. Now they are protected from flames by a coat of paint. If any deduction has been made from the price named in the contract, of course the Commissioners will be happy to tell the Grand Jury or anybody else all about it.

"Passing on to the next scene," as the showman announces, there is a still more remarkable display, although the figures may not reach to so startling a total. Certainly the spectacle of a set of State officials practically bribing a contractor to cheat the State, paying him roundly for doing cheap work while his contracts had specified good work, accepting poor material and then gloating over the bargain is a rare spectacle This incident carries the investigator back to a meeting of the Harbor Commission September 19, 1896. There were present Messrs. Colnon, Cole and Chadbourne. There was read on that occasion, as the minutes set forth, a letter from C. F. McCarthy, contractor for masonry on the ferry building, proposing the following changes, which he offered to make for $2416: To change the exterior finish of the end walls by substituting common brick in place of the Roman brick and terra cotta called for, the granite base to be omitted.

To substitute Tennessee marble for all interior finish where the contract specified enameled brick or enameled terra cotta, with the exception of one room, to be finished in plain brick. And all for an extra trifle of $2416! Such liberality merits at least passing notice. By leaving out the white enameled terra cotta in the grand nave there was saved $13,896. Saved to whom? Not the State. Mr. McCarthy was able to save more than this. To put in the enameled brick the State paid him extra, for not putting in would have cost him 15 cents a foot more than it did to put in the marble, a total of $2270.

Taking a look at the ends of the building it will be noted that McCarthy lived up to the revised contract. It called for common brick and he put it there; the brick of which little factory chimneys are made. This portion of the great structure looks as cheap and poor as the rear elevation of a livery barn. Yet it has been designed to be a thing of beauty. Had the original plan been followed, and it was followed until after the letting of contracts, there would have been in these now unsightly end walls 31,634 pressed, square Roman brick, and 3581 molded brick. The first cost $45 per thousand, the second $75 per thousand. Their places were taken by brick costing about $6 or perhaps $14 laid in the wall. For thus adding to the profits of his contract McCarthy got $2416. Here's an actual blaze of generosity.

A few queries might be projected into the situation. Why was this done? Why was work cheapened when the only apparent gain was to a private individual who had undertaken to do the work properly, had given bonds to perform it? Why, instead of not forcing him to live up to the terms was he paid for accepting other terms solely in his own advantage?

The subject opened is so vast that in a single article it cannot even be skimmed. Perhaps another glance through the grand nave with its cheap marble at fancy price would not be a loss of time. The glory of this place departed when the commission decided to divest it of ornate features, to cheapen it, and there is a curiosity to learn why it was cheapened. To fully understand why this is so great a mystery the fact must be kept in mind that the cheapening was done after the contracts had been let with the scheme of using materials named in the specifications. It must be remembered also that the State pays the price it agreed to pay; only it pays for something it never intended to buy.

From the nave have been omitted terra cotta caps, plinths, bases and string courses, a gain to the contractor of $3345 over that which he would have received had he been held to the terms of his bargain. The gain is not shared by the State. In every deal yet brought to light the State has been distinctly the loser. Above the 12.6 line in the grand nave, the height at which the marble ends, there were to have been Roman square brick. Of these 76,500 would have been required. There were to have been of arched and molded brick 67,000. These were to have been of special size and pattern. Instead of them is seen a commonplace brick of standard size, already turning green, worth $5 less per thousand. Does the State pay any less? But, perhaps the Grand Jury, to which casual reference has been made heretofore, may more properly venture an interrogation so painful.

There is more to be said hereafter. The subject so full of interest to all citizens, has barely been touched. But already it has been shown that the tax payers have reason to believe they have been mulcted in a sum of surprising magnitude.

Diagram Showing Terra Cotta Floor Arches Shown in Contract Drawings

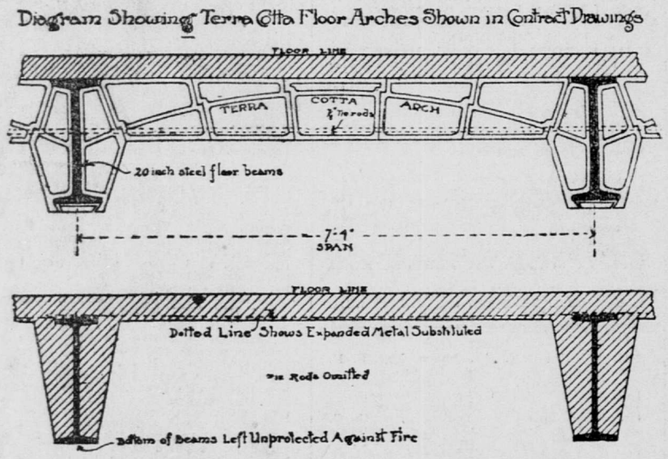

Diagram Showing Present Construction of Floors - Terra Cotta Arches Omitted

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BLOOD HUMORS Permanently Cured by CUTICURA REMEDIES.

ASKED A LOAN FROM BROKER SOL KAMPE

The Grand Juror Tells About the Kennedy Affair.

Says the Teacher's Wife Stated That Positions Could Be Bought.

Wanted to Borrow $300 to Get Her Husband Into the Department.

STANTON KEEPS SHADY.

Rumors That Kilpatrick Is Keeping Him Out of Sight Until the Trial Comes Up.

There is one grand juror at least who believes that teachers' positions have been purchased from members of the Board of Education right along, and he does not hesitate to express his belief. This juror is S. Kampe, the money broker, whose dealings with public officials and employes of every class for years has given him as close an insight into the secret workings of the municipality as any man in town.

Mr. Kampe told in detail yesterday his knowledge of the circumstances attending Kennedy's appointment to a position in the department, and while denying that he had loaned the teacher the money to purchase his position, or that he knew definitely that the position was purchased, he regarded the affair as suspicious.

"For some months before Kennedy came to San Francisco," said Mr. Kampe, "his wife kept a dressmaking establishment on Van Ness avenue, a short distance from where my brother and his wife lived. My sister-in-law had some work done there and in that way became quite friendly with Mrs. Kennedy. Kennedy was teaching school somewhere in the country and Mrs. Kennedy was anxious to have him get into the department here.

"One day my sister-in-law came to me and said that Mrs. Kennedy had told her that her husband could get a position for $300. I told my sister-in-law to advise Mrs. Kennedy not to put up a cent for it was probably a bunko game and she would lose the money and not get the position. As for me, I refused point blank to loan her the money for any such purpose, and did not see Mrs. Kennedy about the matter at all.

"Shortly after that, I learned that Kennedy was in the city and had been appointed substitute teacher in the evening schools. In a little while—two or three weeks I should say—Kennedy was given a regular position on full salary. Of course this may have been all regular enough, but taking into consideration what my sister-in-law said, it would appear to be different.

"That is just where the trouble is in getting sufficient facts before the Grand Jury to warrant an indictment. We can get plenty of hearsay evidence, such as my knowledge of the Kennedy affair, but when it comes to getting definite information, such as would hold in a court of justice, it is a different matter.

"Now, in regard to Kilpatrick's charge that I loaned Kennedy the money. I have loaned Kilpatrick money at various times since October, 1896. One day he came into my office, and we got to talking about the charges that teachers' positions were for sale. I told him about the Kennedy affair exactly as I have told you. When I had finished Kilpatrick exclaimed: 'I wouldn't take $1000 for that information!'

"'Well, you got it for nothing,' I replied, and soon after Kilpatrick went out. A few days afterward he returned with President Barrington, of the School Board, and asked me to repeat what I had told him about Kennedy. I did so, and when Mr. Barrington had heard it, he remarked that it was merely hearsay, and would not be accepted as testimony. I agreed with him, and assured him that if I knew anything definite about any crooked work going on, I would gladly aid in exposing it. It is on this that Kilpatrick bases his assertion that I loaned Kennedy $300 to put up for his position."

Mr. Kennedy was seen at the Lincoln School last evening, and questioned about Kampe's statement.

"There is no truth in it," said Mr. Kennedy. "I did not pay a cent for my appointment, nor did my wife. Neither did we offer to pay or were asked to pay any sum whatever. My wife never made any such statement to Kampe's sister-in-law, and Mr. Kampe must have misunderstood her."

Kennedy admitted that he was appointed to the substitute list several weeks before his arrival in this city.

"My acquaintance with Dr. Ragan dates back to the time when I was County Superintendent of Schools in Nevada County. He was then 18 years old, and appeared before the board of examiners, of which I was a member, for a teacher's certificate. After that I saw him frequently, for I was at Grass Valley, while he was at Nevada City, only four miles away. It was owing to our long acquaintance that he assisted me to this position, and nothing more."

Stanton, whose affidavits have won for him so much notoriety, has not been seen since Tuesday, and it is the general impression that he is not in town. It has been intimated that Kilpatrick had him hidden away until such time as he wanted to put him forward to substantiate the statements contained in his last affidavit; but Kilpatrick denied last night that he knew where Stanton was, and expressed the belief that he had left town.

Kilpatrick said he was exceedingly anxious to learn of Stanton's whereabouts, as his evidence was essential to his cause.

AN OPINION DOES NOT DISQUALIFY

An Important Ruling of Judge Carroll Cook in the Hoff Case.

Two Jurors Selected to Try the Accused Carpet Layer for Mrs. Clute's Murder.

"If every citizen who has formed an opinion upon a case from what he has read of it in the newspapers is to be thereby disqualified from sitting as a juror at a trial, we shall in many cases never succeed in getting a jury at all. In my opinion, the mere possession of an opinion based upon newspaper articles is no disqualification of a citizen to act as a juror. I shall so hold. The challenge is denied."

These words, uttered by Judge Carroll Cook yesterday morning in making a ruling in the case of a talesman in the Hoff case, show that his Honor is at radical variance with the established custom followed by criminal Judges generally in this State. Talesmen confessing to an opinion upon the guilt or innocence of a defendant have heretofore found that a challenge interposed by counsel had the effect of preventing their acting as jurors.

A. S. Tubbs, the well-known Front street merchant, was the man who held the opinion in this instance. He was of a fixed opinion and said it would take evidence to change that opinion. Accordingly he was challenged by Attorney Schooler under section 1076 of the Penal Code. Judge Cook then put the following questions to Mr. Tubbs:

"Is your opinion based upon public rumor?"

"It is not."

"Is it on common notoriety?"

"It is not."

"On statements made to you by witnesses in the case?"

"No."

"Upon statements made to you by persons claiming to be acquainted with the facts?"

"No."

"Then on what is it based?"

"Upon statements made in the public journals."

"Upon those alone?"

"Upon those alone."

"Notwithstanding this opinion that you hold, can you and will you, if chosen as a juror in this case, act impartially and fairly and try this case according to the evidence and instructions of the court?"

"I can and will," said Mr. Tubbs.

"Challenge denied," said the court.

An exception was taken to the ruling of the court, but Tubbs kept his seat in the jury box and to rid himself of him Attorney Schooler had recourse later on to one of his peremptory challenges, few of which remain. Judge Cook has further distinguished himself in this case by peremptorily shortening the examination of talesmen.

There were eight accepted jurymen in the box when court was called yesterday morning, but there were ten at the end of the session. C. B. Perkins of 1033 Market street and Edward Oliver of 2098 Market street were accepted. An adjournment was taken to next Monday morning. District Attorney Barnes was busy elsewhere yesterday and in his absence his associates, Messrs. Hosmer and Titus, represented the people.

Marteau Recitals.

Assisted by Lachaume, the pianist, Marteau will give the first of his recitals this afternoon at the Young Men's Auditorium. The young violinist will be heard again in the Bach sonata for violin alone (the first), the work in which he most distinguished himself at the symphony concert.

To-Day's News Letter.

Is filled with sharp comment on current events. The School Board is scored, jury-fixers roasted and the Cuban crisis ably reviewed. Paul Jarboe, General Barnes, Judge Murphy, Dr. Regensburger, Rev. Dr. Hemphill and others unconsciously contribute to the Looker-On, and the Town Crier pricks a dozen local bubbles in caustic manner. Short stories and miscellaneous literary matter, a breezy review of theatricals and financial news make up a number of unusual interest. Ten cents of all newsdealers.

To Be Made a Test Case.

S. B. Hutchinson, a merchant who deals in trading stamps, was arrested yesterday on the complaint of License Collector Bonnet for violating the license laws. The intention is to make the case a test one.

ADVERTISEMENTS.

Hale's.

Last Chance To-Day. The balance of the J. Fogel stock and the Bauer & Soloman stock to be sold out to-day. The selling to cease at 6 o'clock to-night. Everything left will be put in regular stock. Many new lines have taken the places of lots sold. It is wiser to come in the morning. Buying is easier then; choosing more satisfactory. To-day you'll have an opportunity to buy at a big slice less than the cost of making. For instance, take the gown selling at 69c:

Cost of 4½ yards of cambric at 9c yard	41c
Cost of 5 yards of lace edging	15c
Cost of 1 yard of insertion	8c
Cost of buttons, thread, etc	5c
Cost of making (wholesale)	35c
	$1.04
Can be bought at Hale's	69c
Saving over cost of making	35c

This gown was picked at random as a fair example.

Hale Bros. [INCORPORATED] 937-949 Market Street, SAN FRANCISCO.

NO RIGHT TO DEMAND OR HOLD DEPOSITS

The Gas Company Acknowledges That It Unlawfully Collected From Its Patrons.

Calls Its Demands "Voluntary Advance Payments"—L. F. Long Promises an Interesting Suit for Damages.

The San Francisco Gas and Electric Company has acknowledged that it has no right to demand deposits from those applying for gas service from them or to hold them after they have been made. The officers of the company were served yesterday with papers in the suit commenced by Henry James for the recovery of a deposit of $5 that had been collected from him several years ago and which they had persistently refused to return, and in reply to the suit they sent Mr. James the following communication:

Memorandum

From the San Francisco Gas and Electric Co. Office. 415 Post St., bet. Powell and Mason.

Mar. 11th 1898.

To Henry James 2225 Jackson St.

Dear Sir:

Concerning your request for the return of $5 your voluntary advance payment for gas to be used at 2225 Jackson St. our executive agree to refund it. Present your certificate to the teaching properly endorsed at any time & receive the amount.

Respectfully, SAN FRANCISCO GAS & ELECTRIC CO.

S. S. S.

In the communication the gas company calls the deposit a "voluntary advance payment." Frank McGowan, the attorney for Henry James, looks upon the statement as a frank acknowledgment that the company had and knew it had no right to demand the "voluntary advance payment" from its patrons. He looks upon the action of the defendant in the suit as a victory for his client and says it looks very much as though any person who has made any such payment to the gas company can demand the return of the money at any time, and he need not be afraid of a refusal. Mr. James, however, is not yet through with his suit. His attorneys say it is practically won, but there is now a matter of a few dollars costs that have been incurred in the suit that has yet to be collected and as the suit was commenced as a fight to a finish the gas company will in all probability be asked to pay that also.

Legal opinions agree that the San Francisco Gas and Electric Company has no right to demand or receive deposits from its customers for supplying gas to their residences or places of business. It is claimed by more than one attorney that the great amount of money that has been taken over the counter of the corporation's offices is being withheld illegally from its patrons. It is also apparent that the officers of the gas company are well aware that it has no right to demand or even ask that deposits be given by consumers before gas service is given them. This is shown by the company's treatment of many of its consumers who applied in the regular way for gas service, but who demanded their rights under the law and refused to comply with the usual demand for a deposit. Most of the people who are acquainted with the law and the gas company generally make their application in writing and take a witness with them when they present it at the office. It has been the general experience of those persons to have the desired connections with the street mains made within a few hours after the application is made and the collectors make it a point to read their meters correctly and be civil when the bills are presented for collection.

Hundreds of patrons of the company have been sandbagged into putting up deposits and it has been the experience of many not to be able to get credit for the amount when a settlement is demanded. L. F. Long, who is employed by the State Board of Harbor Commissioners as superintendent of the urgent repairs department, has for weeks been trying to settle his account with the gas company. Several years ago he resided at 1505 Scott street. When he moved there he had gas put in his residence and he complied with the usual demand for a deposit, giving $5. After a few months he moved to 2118 Geary street. The company continued to supply him with gas and no fault was found with the payment of the bills when they were presented. About four months ago he moved to 201 Buena Vista avenue. When he moved he notified the gas company and asked for his bill. It amounted to $5 95. The collector was tendered the certificate of deposit for $5 and 95 cents in cash. The collector refused to accept it. When Long moved into the new house the owner of the property notified the gas company that he would be security for the gas bills his tenant would incur and the gas was turned on at the house on Buena Vista avenue. For three months gas was served the house and each month the bills were paid promptly. Every time, however, the collector called he presented the bill for $5 95 that was incurred in the Geary-street residence and each time the certificate of deposit and 95 cents were tendered in payment for it and each time it was refused. Mr. Long finally got tired of having the bill presented and he called at the office to demand an explanation. Again he offered the certificate calling for $5, but the officials of the company very curtly refused to honor it.

A day or two later the gas was turned off from the house. Mr. Long was obliged to purchase lamps and oil and for the past month he has been obliged to go without gas in his residence. Three times since he has sent notes to the gas company to call and accept payment for the bill. Once a collector responded to the note, but he would not honor the certificate and the bill is yet unpaid, but the money has been offered to them half a dozen times. The Long residence is without gas and there is every possibility that a damage suit for close on to $200 will be brought against the company within a few days.

According to the law provided to protect gas consumers from the clutches of such corporations Long is entitled to $50 for the first ten days that the company refuses to connect his residence with the gas mains and $5 for each succeeding day that the service is withheld.

The fac-simile signature of Chas. H. Fletcher is on every wrapper of CASTORIA.

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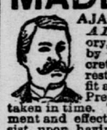
MADE ME A MAN



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SALE OF INDIAN BASKETS.

The studio of Applied Arts, 704 Sutter st., is having a sale of fire-etched wood and leather, preparatory to moving to 524 Sutter March 16.