No Promise Made by Superior Judges to Allow Change of Plea

to us to protect you as it will be to you to be protected."

The discussion took a wide range again and lasted until about a quarter past one in the morning. Ruef kept repeating the same arguments and insisting that it would injure the prosecution to have him plead guilty in the French restaurant case. Ruef did not at any time during the discussion claim that he was innocent in the French restaurant case and that he should not be required to plead guilty for that reason. He never said that it would be a gross injustice to compel him to plead guilty in the case when he was absolutely not guilty, or that in substance and effect, or anything anywhere near that in substance or effect. The entire argument of Ruef revolved around the proposition that if he admitted that he had committed extortion in one case by pleading guilty it would weaken and discredit his testimony in all the other cases, because it would be claimed by those whom he involved that he extorted the money from them in those cases, and that he would make a much stronger and better witness for us if we did not put him in the position of a man who admitted that he committed crime by pleading guilty.

In reply I said in substance: "Why, how can that make any possible difference, Ruef? When you testify in these bribery cases you will necessarily have to admit that you paid money to the supervisors to bribe them to vote the way you wanted them to for those corporations and that the corporations gave you a large sum of money for that purpose and that you got a large part of the money for yourself. We know these to be the facts, because we already have the evidence of it, and a witness is no more discredited by pleading guilty than he is by testifying to the facts which show conclusively that he is guilty and has committed crime. Your argument is all rot, and we are wasting valuable time, and I am sick and tired of discussing the matter with you."

At one time during the evening Ruef said to Langdon, in substance: "Well, if I plead guilty in No. 305, will you permit me to withdraw the plea and dismiss that case when we get through with these other cases?" Langdon replied, in substance: "No, we will not make any agreement with you in relation to that case whatever, and we will not discuss it with you. You must plead guilty in that case and take your chances on the sentence which will be imposed. When we get all through with these cases, if you have acted so that we think you are entitled to leniency in that case we will endeavor to get it for you, but we will not make any promises in regard to it at this time."

GIVES LIE DIRECT

Langdon did not say to Ruef, in substance: "It is understood that we didn't discuss with you the matter of the withdrawal of the plea of guilty. You can rely on the reverend gentlemen." And he did not say anything which was in the remotest degree like that in substance or effect. All that he said on the subject of the withdrawal of the plea is what I have just hereinbefore set forth. He did not at any time say to Ruef, or to any one else in Ruef's presence, or at any time in my presence: "You can rely on the reverend gentlemen," or anything that was in the remotest degree like that in substance or effect.

After Ruef had repeated his argument for about the twentieth time to the effect that he would make a better witness for the prosecution if he did not have the stigma of the plea of "guilty" on him, at about 1:15 in the morning I got up out of my chair and said, in substance: "Look here, Ruef, I have wasted all the time that I intend to waste on you. I don't believe you are in good faith in this matter. I don't believe that you intend to try to aid the prosecution. All that you are trying to do is to hand the prosecution a 'gold brick.' You want to escape all punishment yourself, and then you will do all in your power to help all your accomplices in crime to escape all punishment. You are mistaken in your man. You have been fooling people so long that you think you can fool everybody, and that you can continue to do it forever. All I have to say to you is that if you leave this house without accepting our proposition as I have made it to you, when you close the front door of this house you will have closed the door of the penitentiary on yourself for a good, long term, because I will never discuss the question of any sort of immunity with you again, and as soon as we finish the French restaurant case I will try you on some of the bribery cases; and tomorrow morning at 10 o'clock I will send for Patrick Calhoun and tell him that the prosecution is ready to grant him immunity if he will tell all he knows about the trolley franchise bribery; and if we don't get anybody else we will at least send you and Schmitz to the penitentiary, where you belong. I am through with you now, and there is the door, and it is late and I want to go to bed. Get out of here." I thereupon walked to the door and opened it, and again said: "Go on; get out of here quick. I don't propose to waste any more time talking to you. You gentlemen will oblige me if you will all leave now, as I want to go to bed."

TOLD TO GO HOME

Thereupon Ruef left the room, folowed by Dr. Kaplan and by Burns. Mr. Langdon stopped for a moment and said: "Good night, Frank. I am glad you talked plainly to him. We have wasted enough time with him. If he does not accept our proposition as it stands we will call it off and go ahead with his trial. He will be glad to tell us all he knows after we have convicted him in one of the bribery cases."

Mr. Langdon then left the room, and I closed the door and remained in there alone, waiting for them to leave the house. In a few minutes Mr. Burns came into the room and stated that Mr. Langdon would like to see me in the dining room. I went in there, passing Ruef and Dr. Kaplan in the hall without speaking to either of them. When I got in the dining room Langdon said, in substance: "Burns tells me that Ruef wants us to give him until tomorrow afternoon to decide on this matter, and that he will positively decide it then one way or another. Do you think we had better give him the time?" I replied, "No; he is trifling with us. He has had time enough. I would not give him another minute if I were you." Langdon replied, "All right."

Just about that time Burns came into the dining room to us and said: "Ruef wants to know if he can just say one word more to you gentlemen." I replied: "No. Tell him that he cannot say half a word to me. I have given him my final word." Burns retired from the room and in a few moments he came back and said that Dr. Kaplan wanted to know if he could not say just a word to us, and Mr. Langdon said, "All right, let him come in." Burns went out and brought in Dr. Kaplan, and thereupon Dr. Kaplan said in substance: "Gentlemen, if you will give Mr. Ruef until tomorrow at 12 o'clock I will pledge my word of honor as a minister of religion that he will give you his positive answer at that time.' Mr. Langdon replied in substance: "No, doctor, we cannot do that. We have been giving Mr. Ruef time from day to day, and he is no nearer giving us an answer now than than he was two weeks ago. We cannot give him any more time. He is not acting fairly with us, doctor."

RUEF BEGINS BY LYING

Dr. Kaplan again appealed to Mr. Langdon to give Ruef just one more chance to talk it over with his family, and assured us that he (Dr. Kaplan) believed that it would be all right and that Ruef would accept our proposition just as we had made it to him that night, and that he (Dr. Kaplan) would do his best to get him to do so if we would just give Ruef until 12 o'clock the next day. Finally Mr. Langdon said in substance: "Well, doctor, for your sake we will give him until tomorrow morning at 10 o'clock." Dr. Kaplan then asked us to permit him to speak to Ruef about it, and he left the room. Dr. Kaplan returned to the room in a few moments and said that Ruef told him that 10 o'clock was too early, as he wanted to have a talk with his father before he gave his answer, as well as with several others, and that he could not see them that early. Mr. Langdon then said: "All right, doctor, I will split the difference and give him until 11 o'clock tomorrow morning. If he does not give us his answer at that time without any more discussion of any kind the proposition is all off. Ruef must then say yes or no, without any conditions whatever." Dr. Kaplan again excused himself and left the room, and came back in a few moments and said it was all right and that Mr. Ruef would give us his answer at 11 o'clock the next morning without fail, either yes or no, and that he (Dr. Kaplan) was satisfied that it would be all right and that the answer would be yes.

All of the parties other than myself thereupon left the house, Mr. Langdon waiting until the others had been gone for a few minutes. It was 1:30 in the morning when Mr. Langdon left.

On the 3d day of May, 1907, about 1 o'clock in the afternoon, Burns came to my office at 1109 Franklin street, and stated that he had gone to the house where Ruef was confined in Fillmore street at 11 o'clock that morning and found Dr. Kaplan, Ruef's father and Ruef's sister there with him. That Dr. Kaplan took him (Burns) to one side before he entered Ruef's room and told him that Ruef had concluded to accept my proposition, but that Ruef's father and sister were urging him not to do so, and that Ruef would do it notwithstanding their entreaties.

Burns further stated that he had a talk with Ruef and that Ruef told him that he (Ruef) accepted my proposition; that he would plead guilty in case No. 305 if we would enter into the immunity agreement with him in regard to the other cases; and that Ruef had thereupon told Burns what he claimed to be the facts in the overhead trolley franchise bribery matter.

When Burns arrived at my office he had Mr. William H. Langdon with him. Mr. Rudolph Spreckels and Charles W. Cobb were there at the time. Burns told us all that Ruef had said about the trolley franchise bribery. Burns held a memorandum in his hands which was written by himself with a lead pencil upon some loose sheets of paper, which had been folded together. When Burns finished telling his story I remarked: "Why, he hasn't told us a thing that we did not know before, and he has started out by lying, because he certainly hasn't told you all that occurred between him and Ford."

Burns replied: "Well, but this is his first statement, and you know what our experience has been with criminals. They never tell you the whole story to commence with; you have got to get it out of them piecemeal; and he will come through with the rest of it all right now that he has made a start," or that in substance and effect.

I replied: "He has not told you how he can corroborate himself in a single thing."

Burns replied: "No; I was in a hurry to get the story from him and let you know that he has agreed to come through, and I did not stop to question him about any details of that kind. I will take that up with him, however, at our next meeting," or that in substance and effect.

We had been delaying putting the witnesses before the grand jury in the United Railroads trolley franchise bribery matter ever since the supervisors had testified before it on March 18, 1907, with the expectation that if Ruef turned state's evidence he might furnish us with some important additional evidence, and when we discovered from Ruef's statement to Burns that no new evidence was forthcoming Mr. Langdon and myself immediately concluded to subpena the witnesses in that matter to appear before the grand jury and to commence with the officials of the United Railroads by subpenaing them for that same day and the following day, which was Saturday. We did cause Patrick Calhoun and Thornwell Mullally to be subpenaed for that afternoon and others for the following day.

Those subpenaed included Patrick Calhoun, president of the United Railroads of San Francisco; Thornwell Mullally; William M. Abbott, one of the attorneys for that company and an assistant to Tirey L. Ford, general counsel; George B. Willcutt, secretary of that company; George Francis, a stenographer for Tirey L. Ford and in the employ of that company, and Miss Celia McDermott, a stenographer for Tirey L. Ford and an employe of that company.

A subpena was issued for Tirey L. Ford, but we were informed that he was in Los Angeles.

On Friday, May 3, 1907, Patrick Calhoun appeared before the grand jury and was advised that he, with others, was being investigated in the matter of alleged bribery of certain members of the board of supervisors of this city and county to influence their votes in the matter of a proposed bill or ordinance authorizing and directing the United Railroads of San Francisco to operate all their several cable lines, so far as grades would permit, by electricity by means of the so called overhead trolley system, which was passed to print by the board of supervisors on the 14th day of May, 1906, and which was passed as an ordinance on May 21, 1906.

He was also advised that he had the right to decline to testify if he believed that his testimony might have any tendency to incriminate himself. Mr. Calhoun thereupon declined to be sworn or to testify.

Thornwell Mullally was thereupon called before the grand jury and was similarly advised, and he likewise declined to be sworn or to testify.

On Saturday, May 4, 1907, William M. Abbott was called before the grand jury and was similarly advised, and he likewise declined to be sworn or to testify.

George B. Willcutt was thereupon called before the grand jury and was similarly advised as to the matter which was under investigation, and he likewise declined to be sworn or to testify.

George Francis was thereupon called before the grand jury and was similarly advised as to the matter which was under investigation, and he likewise declined to be sworn or to testify.

Miss Celia McDermott was thereupon called before the grand jury and was similarly advised as to the matter which was under investigation, and she likewise declined to be sworn or to testify.

PREPARATION OF CONTRACT

On Monday, the 6th day of May, 1907, case No. 305 was called for trial in department No. 6 of this court, and Ruef did not appear, his attorneys claiming that he was sick and unable to leave his house and come to court.

Dr. Wilson Shiels was sworn as a witness by the court and testified in regard to the physical condition of Ruef and to the effect that he was not able to come into court. The case was thereupon continued to Monday, May 13, 1907.

Afterwards, and on the same day, to wit Monday, May 6, 1907, I sent Ruef an immunity agreement, setting forth fully the terms and conditions which had been agreed upon between Ruef on the one hand and Mr. Langdon and myself on the other as proposed to him by me at my house on the night of May 2, 1907, as herein before set forth.

Said immunity agreement was dictated by myself to my stenographer, and after it had been typewritten it was signed by both Mr. Langdon and myself and was then taken by Burns to Ruef for the latter's signature, with the understanding that it was to be thereafter placed in a safe deposit box, to which Dr. Kaplan and Burns would each have a key, and which box could not be opened without both of them being present. Said immunity agreement was dictated by me while the conversations which had taken place in my office in the several conferences, at which Henry Ach, Dr. Nieto, Dr. Kaplan, William H. Langdon, William J. Burns, Charles W. Cobb, Rudolph Spreckels and myself, or some of us, were present, and while the conversation which had taken place at my house on the night of May 1 between Ruef and myself, in the presence of Burns, and while the conversation which had taken place at my house on the night of May 2 when Langdon, Burns, Kaplan, Ruef and myself were present were all fresh in my memory, and it is in words and figures as follows, to wit:

TEXT OF THE DOCUMENT

"San Francisco, Cal., May 6, 1908.

"Whereas, one Abraham Ruef of the city and county of San Francisco, state of California, has agreed to make and impart to the district attorney of the city and county of San Francisco a full and fair statement and disclosure of crimes and offenses committed by himself, and by himself jointly with others and by others, and of all crimes and offenses committed by himself, and by himself jointly with others and by others; and has agreed in making such disclosures and statements to state and tell freely, fully and wholly all of the facts and circumstances in and about and surrounding the same, together with the names of all persons, firms and corporations therein involved, and in making such statements and disclosures to tell the truth, the whole truth, and nothing but the truth; and particularly has agreed to impart information of value to the undersigned in the prosecution of the so called 'graft cases' in San Francisco; and has also agreed, in the case of the people of the state of California against Eugene E. Schmitz and Abraham Ruef, No. 305, in the superior court of the state of California, within and for the city and county of San Francisco, now on trial therein, to agree and consent to the discharge of the jury therein which is now being empaneled, and to withdraw his plea of 'not guilty' therein and to immediately thereafter enter a plea of 'guilty' therein.

"Now, therefore, in consideration of the premises, it is agreed by the undersigned that if the said Abraham Ruef shall do said things, and immediately make such full and fair disclosure and statements of all of such crimes and offenses, and shall state and disclose to the undersigned the truth, the whole truth, and nothing but the truth, and shall make full and fair disclosure of all of said crimes and offenses, together with all the facts and circumstances in and about and surrounding the same and the names of all persons, firms and corporations therein in any manner whatsoever involved, and shall make a full and fair disclosure to the undersigned of all information in his knowledge or possession in and about the so called 'graft cases' and investigation; and shall at all times whenever called upon, in any and every cause, action or proceedings, whether before any court or grand jury, testify in regard thereto, and to the whole thereof, fully and fairly, together with all the facts and circumstances surrounding the said crimes and offenses, and the commission thereof, together with all of the names of the persons, firms and corporations therein and in any manner whatsoever involved, and also as to said information in said so called 'graft cases' and investigation, and shall state, tell and testify on oath the truth, the whole truth, and nothing but the truth therein, then, and in that event the undersigned

"1. Will grant and obtain for said Abraham Ruef full and complete immunity from prosecution or punishment for all and any of said offenses and crimes, and will not prosecute him for any thereof.

"2. Will cause said Ruef to be jointly and not otherwise indicted with all and any others against whom indictments have heretofore been or may hereafter be returned or found for or upon any of said crimes or offenses in which the said Ruef has participated to this date; provided, however, that the undersigned shall not be bound to include any of present members of the board of supervisors in any of such indictments.

"3. Will, as each of said joint indictments respectively comes up for trial, after the jury has been impaneled and sworn, dismiss the same as against the said Ruef, and will at the same time dismiss the corresponding indictment for the same offense which is now pending against said Ruef singly; it being understood, however, that the said action No. 305, above referred to, is not to be dismissed at all, but that the said Ruef is to plead guilty thereto, as hereinbefore provided; provided also, however, that in any event all indictments and charges now pending or hereafter to be brought against said Ruef, except the said cause No. 305, shall be dismissed as against the said Ruef under the provisions of section 1099 of the penal code, prior to December 31, 1907, provided the undersigned district attorney shall not be re-elected as such district attorney in November, 1907, and in any event prior to the said district attorney resigning or otherwise surrendering or giving up his office or terminating his tenure thereof; and provided also, however, that the said Ruef has theretofore fully performed the spirit and letter of his agreement herein.

"4. All and any indictments which are to be found or returned against the said Ruef, jointly or otherwise, shall be returned and found not later than October 1, 1907, unless hereafter otherwise mutually agreed.

"5. In the event of the prosecution of said Ruef by any other officer or person, on account of the said crimes or offenses committed or participated in by said Ruef to this date, the undersigned will employ every legitimate influence and power to secure a dismissal thereof, and in the event that a conviction shall be had in any thereof, the undersigned hereby agrees to apply to the governor of the state of California for the pardon of said Ruef therefor or thereon, and to use all legitimate influence and power to secure such pardon.

"6. Said Ruef agrees that he will not apply for bail in any of said indictments now pending or hereafter returned against him, but will remain in custody pending said indictments and the trial thereof, unless otherwise hereafter by the undersigned agreed upon.

(Signed) "WM. H. LANGDON,
"District Attorney of the city and county of San Francisco.
(Signed) "FRANCIS J. HENEY,
"Assistant District Attorney of the city and county of San Francisco.
"Agreed to.
(Signed) "A. RUEF."

Burns came back to me with this agreement, and stated that Ruef would like to have me change the first paragraph of it so that it would not be an express admission on Ruef's part that he had committed any crimes, and that the only reason he wanted this done was because Langdon and myself might both die before the agreement was carried out; and that, even if we lived, the attorney general might butt in and take the cases out of our hands and prosecute them himself and might use the immunity agreement itself against Ruef in some way as evidence.

Burns also stated on this occasion that Ruef requested him to ask me to omit from the agreement all reference to Ruef's agreement to plead "guilty" in case No. 305. Burns stated that Ruef said that, as he was to plead "guilty" in case No. 305 immediately, and thus consummate that part of his agreement and dispose of it entirely, there was no use in having any reference to it in the written agreement. Not suspecting what it is now evident Ruef and Ach were then planning, I complied with Ruef's request in this respect.

Burns brought with him a draft of an agreement, which had been prepared by Ruef, and with that agreement in my hands I dictated an agreement which was signed by Mr. Langdon, myself and Ruef on May 8, 1907, and which, from that time until after Ruef had pleaded guilty in case No. 305 on May 15, 1907, to wit, until the 16th day of May, 1907, remained in the personal physical custody of Dr. Barnard M. Kaplan, contrary to the express understanding and agreement among all the parties connected therewith that said agreement, as soon as it was signed, should be placed in a safe deposit box, from which it could not be taken without the presence of and consent of both Dr. Kaplan and William J. Burns.

In dictating the paragraph marked "1," on page 2 of the agreement of May 2, 1907, to my stenographer on that day, I at first dictated it as follows:

"Instead of paragraph 1, insert:

"1. Will grant and obtain for said A. Ruef full and complete immunity from prosecution or punishment for all or any of said offenses and crimes involved in said so-called 'graft' prosecutions or investigations, and will not prosecute him for any thereof; provided, however, that this agreement has not, and no part thereof has anything to do with or any reference to the indictment now pending against said Abraham Ruef jointly with Eugene E. Schmitz, in the superior court of said city and county of San Francisco, which is numbered 305."

After so dictating said paragraph I concluded that it would be better to omit all reference in the agreement to case No. 305 until the concluding paragraph, and I instructed my stenographer to strike out all that part of the foregoing paragraph commencing with the word "provided" and ending with the word "305."

And in dictating paragraph numbered "6," on page 4 of said agreement of May 8, 1907, I dictated it to my stenographer as follows, to wit:

"6. It is understood and agreed that, notwithstanding the scope and effect of the language used throughout this agreement, it does not and shall not be construed to apply in any respect or particular to that certain indictment No. 305, or the offense charged therein, which is now pending against said Abraham Ruef, jointly with Eugene E. Schmitz, in the superior court of the city and county of San Francisco, state of California, in department 6 thereof; and as to said indictment and the offense charged therein said Abraham Ruef shall receive such consideration only as the district attorney shall deem to be in the interest of justice."

After so dictating said paragraph, I had it read by my stenographer to my partner, Charles W. Cobb, and myself, and discussed with him whether or not it was better to omit or retain the concluding words of said paragraph in said agreement, to wit, the words:

"And as to said indictment and the offense charged therein said Abraham Ruef shall receive such consideration only as the district attorney shall deem to be in the interest of justice."

Mr. Cobb said that inasmuch as Ruef was to plead "guilty" immediately in case No. 305, and inasmuch as we had expressly refused to make any agreement with him whatever in relation to that case, it would be better in his opinion to omit those words, and I thereupon directed the stenographer to strike out that part thereof.

AMENDED AGREEMENT

The agreement of May 8, 1907, as so prepared, reads as follows, to wit:

Whereas, Abraham Ruef of the city and county of San Francisco has agreed to impart to the district attorney of the city and county of San Francisco, state of California, a full and fair statement and disclosure, so far as known to him, of all crimes and offenses involved in the so called "graft" prosecutions or investigations now and heretofore conducted by said district attorney by whomsoever such offenses or crimes may have been committed, and has agreed in making such disclosure and statement to state fully and wholly all of the facts and circumstances known to him in, about and surrounding the same, and in making such statement and disclosure, to tell the truth, the whole truth and nothing but the truth.

Now, therefore, in consideration of the premises, it is agreed by the undersigned that if said A. Ruef shall do said things and immediately make such full and fair disclosure of all such crimes and offenses involved in the so called "graft" prosecutions and investigations above referred to, and known to him, and shall state and disclose to the undersigned the truth, the whole truth and nothing but the truth, and shall make full and fair disclosure of all said crimes and offenses known to him, and of all the facts and circumstances in, about and surrounding the same and known to him, and shall at all times, whenever called upon, before any court, testify in regard thereto and to the whole thereof fully and fairly, together with all the facts and circumstances surrounding the same, so far as the same are known to him, and shall state, tell and testify on oath the truth, the whole truth and nothing but the truth therein, then and in that event the undersigned, deeming it to be in the interests of public justice, and believing that said A. Ruef will thereby be equitably entitled to such consideration, in accordance with the time honored custom and practice of prosecuting officers in both state and federal jurisdictions throughout this country, and in line with common law precedents:

1. Will grant and obtain for said A. Ruef full and complete immunity from prosecution or punishment for all and any of said offenses and crimes involved in said so called "graft" prosecutions or investigations, and will not prosecute him for any thereof.

2. Will cause said A. Ruef to be jointly and not otherwise indicted with all and any others against whom indictments have heretofore been or may hereafter be returned or found for or upon any crimes or offenses in which said Ruef has participated or is alleged to have particpated to this date; provided, however, that the undersigned shall not be bound to include any of the present members of the board of supervisors in any such indictments.

3. Will, as any one of said joint indictments relating to a specific subject matter shall be taken up for trial, after the jury has been impaneled and sworn to try the same, dismiss the same and all other indictments and charges on the same general subject matter as against the said Ruef, under the provisions of section 1099 of the penal code of the state of California, and will at the same time dismiss all indictments relating to the same general subject matter which are now pending against said Ruef singly.

Any and all indictments or charges upon any general subject matter of which one shall not have been brought to trial before December 31, 1907, shall be dismissed as to said Ruef, and said Ruef discharged on or before December 31, 1907, under the provisions of section 1099 of the penal code where applicable, or under provisions of other sections of said code in cases where said section 1099 shall not be applicable.

It is, however, expressly agreed that in any event all indictments and charges now pending or hereafter to be brought against said Ruef (except action No. 305, which is herein otherwise provided for) shall be dismissed as against said Ruef under the provisions of section 1099 of the penal code, where the same may be applicable, and when said section is not applicable shall be dismissed under other provisions of the code, all prior to December 31, 1907; provided the undersigned district attorney shall not be re-elected as such district attorney in November, 1907; and, in any event, prior to said district attorney resigning or otherwise surrendering or giving up his office or terminating his tenure thereof, it being the understanding and agreement that each and every indictment and charge now pending or hereafter to be brought against said Ruef shall be absolutely dismissed.

Provided that said Ruef shall have fully performed so far as may have been in his power the spirit and letter of his agreement herein.

4. All and any indictments or charges which are to be found or returned against said Ruef jointly or otherwise shall be returned and found not later than October 1, 1907, unless hereafter otherwise mutually agreed.

5. In the event of the prosecution of said Ruef by any other officer or person on account of any of such crimes or offenses committed or participated in or alleged to have been committed or participated in by said Ruef to this date the undersigned will employ every legitimate influence and power to secure a dismissal thereof, and in the event that a conviction shall be had in any thereof the undersigned hereby agrees to apply to the governor of the state of California for the pardon of said Ruef therefor or therein and to use all legitimate influence and power to secure such pardon.

6. It is understood and agreed that, notwithstanding the scope and effect of the language used throughout this agreement, it does not and shall not be construed to apply in any respect or particular to that certain indictment No. 305, or the offense charged therein, which is now pending against said Abraham Ruef jointly with Eugene E. Schmitz in the superior court of the city and county of San Francisco, state of California, in department No. 6 thereof.

Dated May 8, 1907.

WM. H. LANGDON,
District Attorney of the City and County of San Francisco.
FRANCIS J. HENEY,
Assistant District Attorney of the City and County of San Francisco.
Agreed to: A. RUEF.

RUEF TRIES NEW DODGE

At the time I handed Burns the agreement, which is dated May 8, 1907, and the original of which was signed by William H. Langdon, myself and Abraham Ruef on that day, I said to Burns in substance, "You can tell Ruef that this is the last agreement I will prepare, and that if he does not sign this one we will declare the whole thing off and go to trial next Monday in case No. 305.

Burns returned to my office some hours later and told me that the agreement was satisfactory to Ruef and that Ruef had signed it and had given it to Dr. Bernard M. Kaplan in Burns' presence, and had said to Dr. Kaplan in substance, "Doctor, I want you to give me your word of honor that you will at all times keep this in your personal possession or under your personal control." And that Dr. Kaplan had thereupon assured Ruef that he would do so. Burns further stated that after he and Dr. Kaplan left Ruef's room he (Burns) said to Kaplan in substance, "Doctor, do you want to give that agreement to me now as you promised to do, or shall we both go down and put it in the safe deposit box, as was agreed upon at Mr. Heney's office when we were all there?" And that Dr. Kaplan replied in substance, "I know that I told you, Mr. Burns, that I would turn the agreement over to you as soon as it was signed, as I have absolute confidence in you and do not wish to keep it in my possession, but you heard Mr. Ruef pledge me on my word of honor not to let it go out of my possession, and I would not feel right if I broke my word of honor to him. I have no time to go down now and put it in the safe deposit box, but you and I can do so some day very soon."

I told Burns in substance that it looked to me as if he (Burns) was more careful to protect Ruef than he was to protect the prosecution; that we had all insisted that the agreement must remain in the joint possession of Burns and Dr. Kaplan in the safe deposit box, where it could not be taken out without the consent of both and that he (Burns) had no right to permit Dr. Kaplan to keep it in his individual possession, and that Ruef might cause us a lot of trouble by now refusing to plead guilty in case No. 305, as the agreement omitted all reference to his agreement to plead guilty in that case."

Burns replied in substance, "There is no danger of Ruef failing to carry out his agreement. He has already told me the facts in the trolley franchise case and he is not going to back out now, and he knows that if he does not keep faith with the prosecution we will declare the agreement off and prosecute him and convict him in one of the bribery cases, and that he will then be sure to get 14 years in the penitentiary." I replied that it did not make any difference, that it was no way to do business with a man like Ruef, and that I feared we would still have trouble about it, and that he must get Dr. Kaplan to put the agreement in the safe deposit box jointly with Burns immediately.

Each day thereafter until about May 18, 1907, I asked Burns whether Dr. Kaplan and he had yet put the agreement in the safe deposit box, and on some of the occasions Burns told me in substance that he had not been able to see Dr. Kaplan that day, and on other occasions he told me that Dr. Kaplan had claimed that he was too busy to go down town and would attend to it in a few days.

On or about Saturday, May 11, 1907, Burns came to me with a paper, which he said Ruef had asked him to get Mr. Langdon and myself to fill out the blanks in and sign. The paper is in words, figures and blanks as follows, to wit:

"In the superior court of the state of California, in and for the city and county of San Francisco.—People of the state of California vs. ——.

"It is stipulated that if defendant herein shall at any time before verdict herein enter a plea of guilty of the offense charged in said indictment, he may withdraw such plea not less than —— days nor more than —— days after entering such plea.

"This stipulation need not be filed.

"——,
"District Attorney of the City and County of San Francisco.

"——,
"Assistant District Attorney of the City and County of San Francisco."

ULTIMATUM SENT TO RUEF

As soon as I read the paper I said to Burns in substance: "I will not ask Langdon to do anything of the kind. You can go back and tell Ruef that I say we have given him an agreement which embodies everything that we promise to do, and from which I have omitted, at his express request, his agreement to plead guilty unconditionally in case No. 305, and that if he sends me any more such requests as this one I will construe it as a declaration that he has repudiated his agreement and we will call the whole thing off and go to trial with him next Monday on No. 305. You can also tell him that he must come in and plead guilty in case No. 305 next Monday morning. He has been trifling with us long enough."

Burns reported to me on either Sunday, May 12, 1907, or the morning of Monday, May 13, 1907, that Ruef was still urging that we should not require him to plead guilty in case No. 305. And when we went into court Monday morning, May 13, we were not sure what Ruef was going to do, and we proceeded with the examination of jurors in case No. 305. We secured the last two jurors on that day. The last one was Henry Euler. The jury was then sworn to try the case, and at the suggestion of the prosecution the case was continued to the following day at 2 p. m., to enable the prosecution to complete and file its reply affidavits to those filed by the defendant on his motion for a change of venue.

On May 14, 1907, at 2 p. m., in department No. 6 of this court, I filed reply affidavits on behalf of the prosecution in open court on the motion of defendant for a change of venue, and at my suggestion the case was continued for trial to the following morning at 10 a. m., the motion for a change of venue having been taken under advisement by the court and a continuance having been asked for to enable the judge of said court to read the reply affidavits which had just been filed.

On the same afternoon, or that night, I sent word to Ruef that if he did not plead guilty in case No. 305 on the following morning Mr. Langdon and myself would declare his immunity agreement canceled and would vigorously prosecute case No. 305 to a verdict, and would thereafter immediately try Ruef on one of the bribery indictments then pending in department No. 6 of this court.

On the morning of May 15, 1907, Burns told me that he had seen Ruef the night before, and that Ruef would plead guilty in case No. 305 when he came to court. Ruef had made so many promises, however, which he had not kept up to that time, and had "backed and filled" so often, that I prepared to go ahead with the trial on that morning because I could not feel sure that he would carry out his agreement and plead guilty in case No. 305 until he had actually done so.

When department No. 6 of this court convened on the morning of May 15, 1907, Judge Dunne decided the motion of defendant Ruef for a change of venue which had theretofore been submitted and denied the same.

ACH'S PRETENDED ANGER

As soon as Judge Dunne decided the motion for a change of venue Ruef whispered to Henry Ach, who then arose and said to the court in substance:

"I am requested by our client, your honor, that it is his desire to have a conference with his counsel. I would like to draw your honor's attention to the fact that up to this time Mr. Ruef has not had a single opportunity to confer with his counsel alone. If the elisor or the guards were not in the same room, they were quite close by. I think, in view of this fact, that we might be granted an adjournment until say 2 o'clock of this afternoon, so that Mr. Ruef may have this privilege of conferring with us."

I then arose and said to the court in substance:

"What Mr. Ach has stated is not a fact. Mr. Ruef has always been granted privacy in his conference with his counsel."

Mr. Langdon then moved the court that Ruef and his counsel be allowed a half hour's recess to confer, and the court granted this motion and Judge Dunne placed his chambers at the disposal of Ruef, Henry Ach and his attorneys, Shortridge, Murphy and Fairall. At the end of about half an hour Ruef, Ach, Shortridge, Murphy and Fairall returned into court, and as soon as court was called to order Ach arose and said to the court in substance:

"I should like to ask your honor's permission to retire from this case. My client and I have differences about the conduct of this case, and I cannot remain associated with his counsel. It is my intention, I might add, to take no part in any subsequent cases in which he may figure."

Judge Dunne said: "Does your client consent to your withdrawal?"

Ruef expressed his consent.

Judge Dunne then granted formal permission for Ach to retire from the case, and he, Ach, left the courtroom without further talk with Ruef, with an assumed manner that indicated that he was very angry and very much amazed at the turn affairs had taken. The fact is, however, that he had full knowledge as to what Ruef intended doing and had advised Ruef to so do, and intended to continue to advise Ruef until the end of the chapter, as is fully evidenced from what has occurred since.

I am informed and believe that after Ach had retired from the courtroom he angrily denounced Ruef to newspaper reporters and others for having placed him in a wrong position by not having advised him, Ach, as to what he, Ruef, had intended to do, and endeavored in every way to deceive and mislead the public.

After Ach had gone from the room Mr. Shortridge asked permission to withdraw from the case, and such permission was granted him by the court, and Mr. Shortridge has never since participated in the case in any way to my knowledge, and I am informed and believe that he did not until that morning know what Ruef intended doing.

Thereupon Attorney Murphy said to the court in substance:

"And I also disagree with the defendant as to the conduct of this case. I believe it is my duty, however, to remain here in court, notwithstanding any of his subsequent actions, and give him the benefit of my advice in this or other cases in which he may figure."

Attorney Fairall remained in court, but had nothing to say at that time.

RUEF PLEADS GUILTY

At this point Mr. Ruef arose and said in substance:

"If your honor please, I desire to make a statement. I do so only after a short consultation with my attorneys, to whom I have only within the last half hour disclosed my determination and against their expressed protest. I take this occasion to thank them for their services, fidelity and friendship.'

Ruef then lifted from the table a yellow paper manuscript and half spoke and half read from it alternately:

"Notwithstanding the court's finding yesterday that this trial might be safely carried on without serious injury to my health, physical and mental, I wish to assure you that my personal condition is such that I am at the present time absolutely unable to bear for two or three months daily the strain of an actual trial of this case, the consequent continual nightly preparation therefor and the necessary consultation and conversation with my attorneys in regard thereto, to say nothing of other cares and responsibilities."

Occasionally Ruef stopped to gulp water, and took small drinks continually thereof throughout the remainder of his statement. Occasionally the tears rolled from his eyes and he continued to talk and read further as follows:

"Moreover, the strain of these proceedings upon those whom I hold nearest and dearest of all on earth has been so grave and severe that as a result of these prosecutions their health has been undermined; they are on the verge of collapse, and their lives are indeed now actually in the balance.

"I have occupied a somewhat prominent position in the city of my birth, in which I have lived all my life, where are all my ties and interests, whence, when the time comes, I hope to pass into the eternal sleep. I have borne an honored name; in my private and professional life there has been no stain; in my public affiliations until the municipal campaign of 1905, and the election of the present board of supervisors, the abhorrent charges of the press, to the contrary notwithstanding, no action of mine ever gave just ground for adverse criticism or deserved censure. But the assault of the press and their failure to credit honesty of purpose and a desire to hold together a political organization, which had been built up with much effort—means of holding it together being otherwise impossible—did in a measure influence me and corrupted the high ideals for which I had theretofore striven.

"During the past two weeks I have thought deeply and often of this situation, its causes and conditions. To offer excuses now would be folly. To make an effort at some reparation for the public good is, however, more than possible. To assist in making more difficult, if not impossible, the system which dominates our public men and corrupts our politics will be a welcome task. I have decided that whatever energy or ability I possess for the future shall be devoted, even in the humblest capacity, to restoring the ideals that have been lowered.

"I shall, as soon as opportunity be accorded, re-enlist on the side of good citizenship and integrity. May it be allotted to me at some time hereafter to have at least some small part in the re-establishment, on a clear, sane basis, of a plan of high civic morality and just reciprocal relations between the constantly struggling constituent elements of our governmental and industrial life.

"In the meantime I begin by an earnestness of purpose, a purpose to make the greatest sacrifice which can befall a human being of my disposition, to acknowledge whatever there may have been of wrong or mistake and so far as may be within my power to make it right.

"I reached the final determination last night after careful reflection and deliberation. Where duty calls I intend to follow; whither hereafter the path of my life may lead, and however unpleasant and painful may be the result. I make this statement so that the court and the whole world may know at least the motives which have guided me in the step I am about to take. As an earnest I have determined to make a beginning. I ask now that this jury be dismissed from further consideration of the case. I desire to withdraw my plea of not guilty and enter the contrary plea, and at the proper time to submit to the court further suggestions for its consideration."

OWN WORDS BELIE RUEF

When he had finished Ruef sat down and I arose and said to the court:

"If the defendant wishes to change his plea of 'not guilty' to 'guilty' the prosecuting attorneys will consent to the discharge of the jury, as he requests, but we think the indictment should first be reread so that he may enter the plea as he wishes."

The indictment in case No. 305 was thereupon read to Ruef by the clerk of the court, and when the clerk had completed the reading of the indictment he said to Ruef:

"What is your plea?"

And Ruef replied "Guilty."

Judge Dunne then discharged the jury, stating that it was done with the consent of the defendant, and that the record should so show.

Thereupon the district attorney, Langdon, requested the court to postpone sentence for 30 days, and the order was so made by the court.

I am informed and believe that after court adjourned Ruef made the following statement, among others, to a reporter of The San Francisco Call, in which newspaper these statements were printed in its issue of Thursday, May 16, 1907, to wit:

"My attorneys knew nothing of my plan to alter my plea until I told them this morning during our conference in court. I sat up all night thinking the matter over. It was 3 in the morning when I retired, determined to enter a plea of guilty. I had talked the matter over with my father. We talked for a long time about it and finally agreed. My sister objected when she heard of it, but I showed her it was the best way to put an end to this suspense."

* * * * *

"I don't know what my sentence will be. For myself I do not greatly care. I say to you now, and you can judge if I boast, that no man possesses physical nerve more than I do. I could face a crowd of 5,000 men, of 10,000 men, every one with a rope in his hand and clamoring for my life. I could face them calmly and meet my end without flinching. But the suffering of those I love I could endure no longer. I SAY I DO NOT KNOW WHAT MY SENTENCE WILL BE. IF IT BE FIVE YEARS ACROSS THE BAY I CAN MEET THAT WHEN IT COMES. I believe that with my personality, and leaving out of considerations the feelings of those who love me and have stood by me, I could spend five years at San Quentin almost as comfortable as in a hotel at Napa Springs. But if the step I took this morning had meant five years or 14 years, or 1,400 years, the fear of that would not have deterred me."

HOIST BY OWN PETARD

The physical courage about which Ruef was declining to boast in the foregoing statement was being exercised, it must be remembered, according to his present statement under oath with an absolute promise up his sleeve that he was to receive absolute and complete immunity by being permitted to withdraw this pretended plea of guilty and have the case dismissed.

Ruef has certainly demonstrated by his recent affidavits that he does not only possess "physical nerve," but immaculate gall. Indeed, I do not know any one who is his equal in these respects, unless it be his leading counsel, Henry Ach. It would be difficult to judge between them.

I am informed and believe that Ruef also made the folowing statement to the same newspaper reporter, which is published in the same issue of the same newspaper, to wit:

"I will not say at the present moment that Mayor Schmitz is guilty of the charges that have been brought against him, or that he is innocent. I will say this: I wanted to break away from Schmitz before his re-election a year ago last November. I told him: 'I am sick of the whole thing and I want to get out. I can't stand for all these labor union bums you have gathered around you and will appoint. They would eat the paint off a house.' In answer the mayor begged me to stay with him and put up the argument that those fellows must be allowed their share or we could never hold the machine together. There was all too much truth in that.

"I stayed with Schmitz and I stayed with the machine that I at great labor and pains had built up and assembled. I found then that I had taken a step away from the high and clean ideals with which, I earnestly assure you, I originally entered the political field. I found, in short, that to hold this machine together I had to permit and connive at corruption. In the state of affairs existing it was necessary. But I myself never asked a dollar of any man, never took a dishonest dollar from the public. The things I did were things that hurt no one.

"Before the boodle board of supervisors was elected I warned them against crookedness in office. Immediately after their election I got them together and I said to them: 'Now, you —— —— ——, if any one of you takes a dollar, I'll prosecute him myself.' And I meant it. I was in earnest. But I found I couldn't carry out my threat and keep the machine from going to pieces. Schmitz was right about that."

In other words, Ruef and Schmitz had to permit the other fellows to have "their share" in order to hold the machine together. Ruef found it necessary to permit and connive at corruption, and to threaten the members of the board of supervisors that he would prosecute them himself if any one of them dared to take a dollar—i. e., he meant except from big Jim Gallagher or himself. Ruef wanted all money to go to the members of the board of supervisors through himself so that 50 cents on every dollar could stick to his own fingers, and he called this being forced to permit and connive at corruption, and is now posing as the innocent victim of political conditions which were most abhorrent to the poor fellow. In other words it was highly proper for Ruef and Schmitz to get all the boodle money they could, but the supervisors and genuine "labor union" men who wanted political office were, according to Ruef's definition, "bums" who "would eat the paint off a house," simply because they wanted a share of the boodle which Ruef and Schmitz were getting for selling their votes.

RUEF'S ROBBERY OF PUBLIC

I am informed and believe that Ruef also made the following statement to the same reporter which appears in the same issue of the same paper, to wit:

"Mr. Burns of the prosecution has just now asked me if I were willing to go before the grand jury this afternoon and 'tell all.' I told him I certainly was not. I don't give a d—— for the grand jury. Why should I? But there is this about it: When I have shaped my course and made up my mind in every particular as to how I shall act, then I'll be willing to go before the grand jury or before William J. Burns, or Heney, or anybody they may appoint and tell them what I have decided to tell."

And:

"I never took a dollar from the public. I have been guilty, and I confess it with more emotion than you can see, of connivance at corrupt acts. For my guilt, in so far as I am guilty, I must suffer; and I am ready to accept the penalty whatever it may be."

Evidently Ruef did not think it was taking money from the "public" when he accepted $20,000 from Frank Drum, with which to bribe the boodle board of supervisors to fix the price of gas at 85 cents per thousand feet instead of 75 cents per thousand feet, and divided $6,500 of that "boodle money" between himself and Schmitz, although Ruef then well knew, as I am informed and believe, that in fixing the price of gas at 85 cents instead of at 75 cents he was robbing the public out of $600,000 in one year, and although Ruef knew then that a large part of that money would come out of the pockets of the labor union and other laboring classes who could ill afford to pay it.

Ruef discriminates between robbing the public directly, as the highwayman forcibly takes money from the pockets of his victim, and robbing the public indirectly with public service corporation officials as accomplices through ordinances passed by a boodle board of supervisors at his dictation; and in declaring his innocence of crime under oath and in testifying as a witness under oath he draws these same fine distinctions.

TELLS OF TROLLEY BRIBERY

I am informed and believe that Ruef also made to the same reporter at the same time the following statements which were published in the same issue of said newspaper, to wit:

"I am not afraid, and I am not a criminal at heart. I may have connived at corruption, but I have never set about to do a man harm.

"I didn't change my plea because I was afraid of a prison sentence. It isn't that. You know my nature. You know how sensitive I am. You know the humiliation I must feel, and then you will understand that my motives were not the hope of saving myself."

And

"My record in every particular was clear up to the time the present supervisors went into office."

And

"It had been agreed between us that the mayor should be tried first. We thought that the mayor's position and prestige after the fire would bring about a speedy acquittal and that the other charges against him and me would then be easily disposed of. We figured that this would end the whole prosecution.

"What happened? The mayor and his attorneys forced me to trial first. Their plan was to have me stand the brunt of the fight so that they could then take advantage of the evidence brought out at my trial."

I am informed and believe that after court adjourned on May 15, 1907, and subsequent to the time Ruef entered his plea of guilty in case No. 305, he made the following statements, among others, to a reporter of the San Francisco Chronicle, which is published in its issue of Friday, May 16, 1907:

"I do not know what my sentence will be. Whatever it is, when it is over, I will take up my life here, where I left off before, and live it differently. I think that I have some friends left who will stay by me. I am not afraid. I have the courage to stay in this city and live it down."

And

"I do not know what the penalty for the offense for which I was to have been tried may be. Whatever it is, I will serve it without complaint. I could face a mob that was thirsting for my blood cheerfully. I am not afraid to face whatever may be inflicted upon me. One thing I could not stand was the suspense and the suffering that had been inflicted upon those I loved. That is why I took the step I did today—to end the suspense under which the members of my family were being tortured.

"I am of a temperament that can endure much. Whatever my sentence may be, I will not whimper, I will not whine; and when I have paid the penalty I will live according to the new point of view I have taken. I can and I will do it. This is my city and I want to live my life here and end my days here.

"I think that since I took this stand today I have found new friends, and that I have made more real friends than I ever had before. All day long they have been coming to see me and sending me messages of hope and congratulation."

And

"Against Schmitz I will make no accusations. I deny that I have ever accused him. I stand with Schmitz and I have no quarrel with him. I have none now."

And yet, on the morning of May 3, 1907, Ruef had confessed to Burns his connection with the overhead trolley franchise bribery and had told Burns that he (Ruef) gave Schmitz $50,000 and kept $50,000 for himself out of the $200,000 which was given to him by Tirey L. Ford from Patrick Calhoun to pay for the passage of the franchise. And had likewise told Burns, among other things, within a few days thereafter that he had given Schmitz half the money which he received from the French restaurant keepers and one half the money which he netted from the Home telephone company bribery, and one half the money he had netted from the gas bribery, as I was informed at the time by Burns, and believe.

INDITED WITHOUT RUEF

On May 16, 1907, I told Burns to have Ruef brought to the grand jury room as I desired to have him testify in the overhead trolley franchise bribery matter. I had commenced putting testimony before the grand jury in that matter on the forenoon of May 3, 1907, and completed the putting of such testimony before the grand jury on May 16, 1907, by producing all of the evidence which was produced in this court upon the first trial of Tirey L. Ford, for the bribery of Supervisor Lonergan in the trolley franchise matter, except only the testimony of those witnesses who were employees of the United Railroads of San Francisco, and who declined to testify, or the importance of whose evidence was only developed upon said trial by the testimony of other employes of said United Railroads of San Francisco given therein. When I announced to the grand jury that I desired to call Abraham Ruef before them as a witness I stated that I had completed the taking of testimony in that matter with the exception of that to be given by Ruef. The foreman of the grand jury thereupon requested me to retire from the grand jury room and stated that he would advise me when I could return. I retired into the hall adjoining the grand jury room and remained there for some time. Finally the foreman of the grand jury, B. P. Oliver, came out in the hall, and taking me to one side, said in substance: "Mr. Heney, the grand jury have found indictments against Patrick Calhoun, Tirey L. Ford, Thornwell Mullally and William M. Abbott for bribing supervisors in this trolley franchise matter, and you can prepare the indictments at your earliest convenience." I replied in substance: "All right. What is the desire of the grand jury in regard to hearing the testimony of Ruef?" Mr. Oliver replied in substance: "You can bring him in now if you like. The grand jury is willing to hear him, but we considered the evidence so plain in this trolley matter that we wanted to pass on the indictments before hearing Ruef's testimony."

I thereupon re-entered the grand jury room with Mr. Oliver, after first instructing the door keeper to send Mr. Ruef in at once. Ruef came into the grand jury room and was sworn and testified in regard to the trolley matter, and in regard to that only. About the time he started to testify he asked me in the grand jury room if we did not have a stenographer present, and I told him that we did not, and that for reasons which I considered sufficient we had not had one during any part of the investigation relating to the trolley franchise except when the supervisors testified.

This is all that I said to Ruef on that subject at that time and place, and I did not say anything to him on that subject at any other time or other place.

The fact is that 14 or 15 supervisors made confessions to the prosecution on Saturday, March 16, 1907, and were all subpenaed before the grand jury on Monday, March 18, 1907, and at that time, for reasons which I considered sufficient and in the interest of public policy I had a stenographer present and examined all of said supervisors as to all so called graft crimes participated in by them of which I then had any knowledge, including the trolley franchise bribery, and for the same reasons I desired to complete the examination of all of said supervisors that same day and it would not have been easy to do so if I had made a separate examination of the trolley franchise matter with each one of them, and had requested the stenographer to retire from the room during such examination. One of the reasons which actuated me to examine all of said supervisors on the same day was that the newspapers had discovered that they had made confessions on the preceding Saturday, and I wanted to make sure that no one of them was tampered with by any one who might be interested in changing his testimony before I succeeded in getting his testimony recorded by a stenographer in the grand jury room.

TACTICS OF CALHOUN

One of the controlling reasons which actuated me to have the testimony of the witnesses in the trolley franchise bribery taken before the grand jury without the stenographer was the fact that I believed then that Patrick Calhoun would spend more money and take more desperate chances to corrupt witnesses and to induce them to get out and remain out of the jurisdiction of the court than all the other defendants in all the other cases combined. And I am now in possession of evidence which strongly tends to prove, and, I believe, that men in the employ of Patrick Calhoun and Ruef bribed Alec Latham, Ruef's former chauffeur, who is a most important witness in all the trolley franchise bribery cases, to leave the jurisdiction of this court, and when Alec Latham returned here a short time ago, again bribed him to leave the jurisdiction of this court; and that men in the employ of Patrick Calhoun attempted to kidnap Thomas Lonergan on the night preceding the day upon which it was known he was to testify as a witness in the first Ford trial; and that men in the employ of Patrick Calhoun attempted to kidnap and did kidnap Fremont Older, because as editor of the Bulletin he was vigorously supporting the prosecution in these graft cases and had exposed the attempt of men employed by Patrick Calhoun to kidnap the witness, Thomas Lonergan; and I am also in possession of evidence which tends to prove and I believe that men in the employ of Patrick Calhoun and Ruef were in a conspiracy to kidnap Abraham Ruef, and that Abraham Ruef was a party to that conspiracy, and that the conspiracy was hatched and put into operation immediately after the conviction of Eugene E. Schmitz for extortion in case No. 305 in department No. 6 of this court on June 13, 1907. And I am in possession of evidence which tends to prove, and I believe, that men in the employ of Patrick Calhoun bribed two other chauffeurs, G. A. Wyman and Pete Callender, to get out of the jurisdiction of this court when they were wanted as witnesses before the grand jury upon the investigation of the kidnaping of Fremont Older, and that after said G. A. Wyman and Pete Callender had been indicted under the names of John Doe and Richard Roe, respectively, as joint defendants with Luther G. Brown and R. Porter Ashe by a grand jury of this court, employes of said Patrick Calhoun bribed said Pete Callender to leave the jurisdiction of this court and go to Chicago, Ill., under an assumed name and to remain in hiding so that he could not and would not be a witness upon the trial of said kidnaping case against Luther G. Brown and R. Porter Ashe, who were both employes of Patrick Calhoun; and, in reaching my conclusion as to what Patrick Calhoun might be expected to do, and in thereby deciding that I would not have the testimony of the witnesses before the grand jury in the trolley franchise bribery taken by a stenographer, I was influenced in some degree by the statements which were made to me by Abraham Ruef about Patrick Calhoun at my house in Green street on the night of May 1, 1907, as hereinbefore set forth.

RUEF DISTORTS FACTS

On May 17, 1907, Ruef appeared before the grand jury and testified in relation to the bribery of supervisors in fixing the gas rates in February, 1906, for the ensuing year, and in relation to the agreement to pay money to the supervisors in the matter of the passage of an ordinance for the sale of a franchise in compliance with an application by the Parkside realty company for such sale.

On the morning of May 17, 1907, I told Burns that he must get Dr. Kaplan on that day, without fail, to put the agreement with Ruef of May 8, 1907, in a safe deposit box from which it could not be taken without the consent of both of them.

Later on that same day, or on the following day, Burns told me that he had seen Dr. Kaplan, and that the doctor told him that he had put the agreement in a safe deposit box in the joint names of himself and Burns at the Western National bank deposit vaults; and that he, Burns, asked Dr. Kaplan why he had not put it in the First National bank deposit vaults as had been agreed upon, and that Dr. Kaplan told him that Ruef had directed him to take it to the Western National bank vaults.

I insisted that Burns should get Dr. Kaplan to remove the agreement from the Western National bank vaults to the First National bank vaults, and on May 22, 1907, Burns advised me that he had gone to the Western National bank vaults with Dr. Kaplan and Dr. Kaplan had taken the agreement from those vaults and had placed it in the First National bank vaults in a box to which he, Kaplan, and Burns each had a key and which could not be opened except with the consent of both of them.

Burns informed me last Saturday that he had that day discovered from the records of the Western National bank that Dr. Kaplan had not put the agreement there in the joint names of himself and Burns, but on the contrary had rented in his own individual name only.

On or about May 19, 1907, Burns brought Ruef to my office and I requested Ruef to tell me the facts in the French restaurant extortion cases, and particularly in case No. 305. Mr. Langdon also was present.

Ruef thereupon told me what he claimed to be the facts of the case. Among other things he stated in substance, that he had nothing to do with causing the licenses of the French restaurants to be held up by the police commissioners; that he had not talked with Schmitz on the subject in advance of the holdup; that when the French restaurant keepers first sent a representative to him and asked him to take the cases, he flatly refused to do so; that he had no intention whatever of taking them until the Bulletin, an evening newspaper, which is published in this city and county, came out with a scathing article in which it denounced Ruef for having caused the licenses to be held up and dared and challenged him to take the cases and to attempt to defend himself upon the theory that the money so obtained by him was received as an attorney's fee.

Ruef also stated that Pierre Priet had come to him as a representative of the French restaurant keepers' association, which was composed of all the French restaurants, and that Pierre had made an agreement with him for a regular retainer of $5,000 a year for two years to represent that association in all business which any of its members might have.

I asked Ruef if he was sure of the date upon which Pierre Priet had first gone to his office to talk with him about that matter and he stated that he was absolutely sure of the date, and that it was on January 5, 1905.

I then asked him if he was sure of the date on which he had closed the bargain with Pierre Priet, and he stated that he was, and that it was on the next day, to wit, January 6, 1905; that he had a written agreement which he had prepared himself and which Pierre Priet had signed.

I questioned Ruef as to what restaurants composed the French restaurant keepers' association, and he again stated that all the French restaurants were in it.

I knew from the testimony of the French restaurant keepers that this statement was absolutely false, and that the French restaurant keepers' association was a mythical creation of Ruef's own brain, and that there never was such an association; that no one had ever told Ruef that there ever was such an association; that, on the contrary, Ruef himself had told Pierre Priet that he (Ruef) designated the five leading French restaurants, which were included in that agreement as the French restaurant keepers' association, and that thereafter, when Camille Malihebeau came to him and paid him money for the three smaller French restaurants to protect them in their regular licenses, that he (Ruef) had told Camille that that constituted membership for these three restaurants in the French restaurant keepers' association, and for him (Camille) to go and tell Pierre Priet that he (Ruef) said that they now belonged to the French restaurant keepers' association.

RUEF TRAPPED IN LIE

I told Ruef that I did not believe his statement that he accepted the so called employment from Pierre Priet for the French restaurant keepers' association merely because the Bulletin had dared or challenged him to do so; that I did not believe his statement that he and Schmitz did not have any prior understanding and agreement in the matter because all the other testimony in the case, both direct and circumstantial, showed clearly and conclusively that Ruef and Schmitz did have a perfect understanding in the matter in advance, and did corruptly conspire to thus extract money from the French restaurant keepers; and that his pretense that the money was taken as a fee was utter rot; and that he was fooling himself if he thought he could make any honest juror believe any such stuff, or that in substance and effect.

Ruef stuck to his story, however, and insisted that he had no intention or idea of taking the case until after the Bulletin had dared and challenged him to do so.

After Ruef left the office I sent out and secured files of the Bulletin and examined them carefully and discovered that the first time the Bulletin had ever mentioned the French restaurant holdup as an attempt on the part of Ruef to extort money from these restaurants was in the last edition of the Bulletin for January 7, 1907.

On May 22, 1907, the selection of the jury in case No. 305, in department No. 6 of this court, to try the defendant, Eugene E. Schmitz, was commenced.

On May 25, 1907, the grand jury returned indictments Nos. 827 to 854, both inclusive, which are now pending in this court, relating to the briberies of supervisors in the matter of fixing the rate for gas, in February, 1906, and to the bribery of supervisors in the matter of the passage of the ordinance for the sale of a trolley franchise upon the application of the Parkside realty company in 1906.

After we had commenced the selection of the jury in case No. 305, in department No. 6 of this court for the trial of Eugene E. Schmitz for the aforesaid extortion, I again sent for Ruef during that same week, and to the best of my recollection, on Saturday of that week, to wit, May 25, 1907, and held another interview with him on the same subject.

Mr. Burns was present at this interview, as well as at the prior one, and before Burns brought Ruef to my office on this second occasion I told Burns the result of my investigation of the files of the Bulletin, and that I intended to demonstrate to Ruef, himself, that he was lying to us about case No. 305, and every French restaurant extortion case.

On this occasion I had Ruef repeat his story and he told it substantially the same as he had the first time.

I again asked him if he was sure of the day on which Pierre Priet had first gone to his office and talked with him about the matter, and he again repeated that he was absolutely sure that it was on the 5th day of January, 1905, and I again asked him if he was sure of the day upon which Pierre Priet had paid him the first $5,000, and if it was the same day that Pierre Priet had signed the contract, and Ruef again replied that he was absolutely sure that Pierre Priet had paid him the $5,000 on the 6th day of January, 1905, and had signed the contract on that day. And Ruef thereupon produced the contract and showed it to me and asserted that the signature thereon was that of Pierre Priet, and that he had seen him sign it. The contract was dated January 6, 1905, and Ruef asserted that it bore the true date upon which it was signed. Moreover, the testimony of the French restaurant keepers, and particularly that of Eddy Marchand, and their similar statements made to me outside of the grand jury show conclusively that the first $5,000 was paid to Ruef on January 6, 1905, by Pierre Priet.

I then again asked Ruef to tell me how he came to take the French restaurant cases, and he again repeated his story that he had once or twice refused to take the cases, and that thereafter the Bulletin had dared and challenged him to take them and to appear before the police commissioners as attorney for the French restaurants, and had charged that he had put up the job to hold them up and get money from them as a pretended fee, or that in substance and effect.

I thereupon told Ruef that he was not only lying, but that I could convince him that he was doing so; that, in order that we might understand each other perfectly, I would do so. I thereupon went into another room and brought from there the files of the Bulletin containing the copies of that paper for December, 1904, and for January, 1905. I then asked Ruef to find and point out to me the article in the Bulletin to which he referred. He smiled and said that he did not remember the date of it, but that it was only a few days before he took the case, or, in other words, only a few days before January 6, 1905.

I then took the files of the Bulletin for January, 1905, as well as for December, 1904, and showed Ruef that the Bulletin had not mentioned the subject of any attempt on the part of Ruef to extort money from the French restaurants as an attorney's fee, or otherwise, or for him to appear as an attorney before the police commissioners, until the last edition of