NATIONAL REPUBLICAN--Supplement.

WASHINGTON, D. C., WEDNESDAY MORNING, MAY 20, 1874.

DISTRICT INVESTIGATION

CONTINUATION OF THE TESTIMONY BEFORE THE COMMITTEE.

EVIDENCE OF J. E. GREGG, W. H. ADAMS, W. W. CORCORAN, EX-SENATOR HARLAN, WRIGHT RIVES, AND OTHERS—BLICKENSDERFER'S TABLES OF QUANTITIES AND COSTS—HOW TAXES ARE PAID—VALUE OF CERTIFICATES IN CASH, ETC.

CONCLUSION OF THE TESTIMONY OF J. BLICKENSDERFER, JR.

Q. Invariably more? A. Yes, sir.

By Mr. Stanton: Q. In this comparison as to magnitude, do you make deduction for the difference in the limits between yourself and Mr. Samo?

The Witness. The magnitude in what respect?

Q. You were asked whether the aggregate of any charges were greater than what you deemed to be proper. You say in every case they were designed to include a deduction by you from the amount, owing to the extension of the line of intersections? A. I answered the question by saying, "Not in my view," and that means that according to my view, which includes the thing you speak of, they were too great, but I should say, if no allowance is made, in accordance with my view of treating the intersections of streets, they are all nevertheless too great, with the single exception of Rawlins square. Mr. Mattingly is not here to-day, I believe. I believe he asked me yesterday how it came that my sum for Rawlins square was less than Mr. Samo's, while the quantities appear to be greater, and I answered that I could not explain, for I had not examined it.

The Chairman. He asked the reason of that—the quantity less and the sum greater.

Witness. No; the sum was too small while the quantities were greater, and of course I investigated the matter immediately when I went to my room, and I found I had omitted in my statement a portion of the brick pavement—that portion outside of that square. When it is added it makes the sum greater, as it should be. I can give the correct figures if you desire them.

By Mr. Wilson: Q. In looking over your testimony do you find that erroneously printed? A. I do.

Q. Then, for the purpose of correcting it, I think it would be well for you just to give the tables that you had yesterday and allow them to be printed in the record as a correction of those errors. That would be the easiest way to correct it? A. The correct sum, as I make it, of Rawlins square is $23,773.47; the deductions for intersections, $1,623.66; leaving $22,149.81. The charge to the Government, as per report to the Government, is $22,363.70. Mr. Samo gave it to me; $22,371.93; but I also discovered an error in his statement according to the quantities which he furnished me, not having been correctly carried out, by which his sum is increased $124.55, making it $14,792.70.

By Mr. Stanton: Q. And that, I understand you, was an error in some multiplication of his? A. Yes, sir.

The following are the tables referred to by the witness:

F-street Circle.

Amount per measurement,	$74,789 97	
Deduct for intersection,	1,011 49	
		$73,778 48
Charged to Government,		78,540 15
Excess,		$4,761 67

Scott Square.

Amount per measurement,	$45,732 75	
Deduct for two intersections,	4,102 46	
		$41,630 29
Charged to Government,		49,042 90
Excess,		$7,412 60

Rawlins Square.

Amount per measurement,	$23,773 47	
Deduct for two intersections,	1,623 66	
		$22,149 81
Charged to Government,		22,363 70
Excess,		$213 89

New Hampshire avenue.

Grading as measured, viz:

	Yards.
Embankment,	67,634
Excavation,	64,858
	133,812
Deduct excavation placed in Virginia avenue and charged to it,	23,279
Charged to Government,	109,253 149,484
Excess,	40,231

Allowed contractors, viz:

Hulse: 445 yards rock, at $1,	$466 00	
13,114 yards grading, at 30 cents,	3,934 20	
13,580 yards haul, at 9 cents,	1,222 20	
		$5,622 44
Filbert: 8,990 yards grading, at 30 cents,	2,697 00	
17,019 yards haul, at 16¼ cents,	2,765 58	
		5,462 58
Murray: 29,285 yards grading, at 30 cents,	8,815 50	
29,285 yards haul, at 31¼ cents,	9,182 81	
		17,998 31
		29,083 29
Add amount paid Vandenburg, contractor on Virginia avenue, but charged to New Hampshire avenue,		45,500 00
		33,583 29
Charged to United States Government: 149,484 yards grading, at 40 cents,	$59,793 60 x ⅔	39,854 40
Excess over total cost,		6,271 11

Correct allowances to contractors:

Hulse: 445 yards rock, at $1	$466 00	
8,971 yards grading at 30 cents	2,691 30	
9,437 yards haul, at 9 cents	849 33	
		4,006 63
Actual payment to Hulse		5,622 44
Hulse overpaid		1,615 81
Murray: 20,800 yards grading, at 30 cents	6,240 00	
20,800 yards haul, at 31¼ cents	6,500 00	
		12,740 00
Actual payment to Murray		17,998 31
Murray overpaid		5,258 31

Correct charges against Government:

445 yards rock, $1		$466 00
38,761 yards grading, 30 cents		11,628 30
9,437 yards hauled, 9 cents	$849 33	
17,019 yards hauled, 16¼ cents	2,765 58	
20,800 yards hauled, 31¼ cents	6,500 00	
		22,109 21
Add payment to Vandenburg, and deduct from Virginia avenue	4,500 00	
	26,609 21 x ⅔=	17,739 47
Actual charge against Government		39,864 40
Excess		22,124 93

Virginia avenue.

Grading as measured (exc.) including reservations at intersection of G and Twenty-fifth streets, and quantity taken from limits of New Hampshire avenue, between G and H streets,	Yards.
Allowed to contractor,	102,652
Charged to United States Government,	104,000

Credited to contractors:

10,640 yards old hard gravel, 40 cents,	$4,256 00	
93,000 yards earth, 30 cents,	27,900 00	
103,600 yards hauled, 36 cents,	36,224 00	
		67,364 00
Amount charged to New Hampshire avenue,		4,500 00
		$62,864 00

Charges to United States Government:

104,000 yards grading, 40 cents,	$41,600 00	
104,000 yards hauled, 30 cents,	37,440 00	
	79,040 00 x ⅔=	52,693 33
Correct charge to United States Government, two thirds of above amount credited to contractor and debited to this avenue, viz., two thirds of	62,864	41,909 33
Overcharge to Government,		$10,784 00

Maryland avenue.

	Yards.
Grading as measured and allowed to contractors,	221,268
Charged to Government,	257,775
Excess,	36,507

Allowed contractors, viz:

Gleason, 150,022 yards grading, 30 cents	$45,006 60	
4,228 yards hauled, 1½ cents	63 42	
4,889 yards hauled, 5½ cents	268 90	
150,000 yards hauled, 9 cents	11,700 00	
19,808 yards hauled, 22½ cents	4,457 08	
3,117 yards rock, 70c.	2,182 90	
		66,429 97
Murphy, 14,222 yards grading, 40 cents	5,688 80	
48,020 yards grading, 30 cents	14,406 20	
24,320 yard shauled, 5 cents	1,216 00	
37,920 yards hauled, 9 cents	3,413 34	
		24,724 34
		91,154 31

Charge against Government:

258,643 yds. grading, 40 cts.	$95,457 20	
238,643 yds. hauled, 15 cts.	35,796 45 X ⅔=	87,502 43
688 yds. grading, 30 cts.	206 40 X 5-6=	172 00
12,244 yds. grading, 30 cts.	3,673 20 all =	3,673 60
3,177 yds. rock, 70 cts.	2,223 90 X ⅔=	1,482 60
		92,830 23
Excess over total cost		1,654 92

Correct charge against Government:

⅔ payments to Gleason, work on avenue,	$44,203 38	
⅔ payments to Murphy, work on avenue,	10,838 33	
5-6 payments to Murphy, work outside Stanton place	3,522 17	
All payments to Murphy, work inside Stanton place	4,285 46	
		62,909 37
Actual charge against Government, as above		92,830 23
Excess		29,920 46

G street, between Twenty-fourth and Twenty-sixth.

	Yards.
Grading, as measured	12,402
Allowed to contractor	16,229
Charged United States Government	33,809
Over allowance to contractor	3,837
Overcharge to United States Government	21,407

Payment to contractors:

1,848 yards excavating rock, at $1	$1,848 00	
2,688 yards excavating hard gravel, 40 cents	1,055 20	
11,758 yards excavating earth, 30 cents	3,527 40	
16,229 yards haul, 15 cents	2,435 83	
		8,851 46

Charged United States Government, (p. 406:)

33,809 yards grading, at 40 cents	$13,523 60	
33,809 yards haul, at 36 cents	12,171 24	
	$25,694 84 x 5-6	21,412 36
Excess on grading		12,550 91

There is on this work, besides the overcharge on grading, an additional overcharge on sewer, the Government being charged with 2,056 linear feet, whereas there are only 730 linear feet on the work.

Excess on sewer, 1,326 linear feet, at $4.70,	$6,279 20 x 5-6=	$5,182 67
Total overcharge to Government,		17,583 58

Patent and Post Offices.

Grading as measured:	Yards.
F street, between Fifth and Seventh,	8,689
F street, between Seventh and Ninth,	11,377
	20,066
Paid to contractor, days' work account,	$41,333 86
Making per cubic yard,	2 06

Grading as measured:	Yards.
Seventh street, between E and G,	12,150
Paid to contractor, days' work account,	$26,137 91
Making per cubic yard,	2 15

Second street, between Pennsylvania avenue and H street.

	Yards.
Grading as measured	9,108
Allowed to contractor	24,333
Over allowance to contractor	15,227
Follansbee overpaid, 15,227 yards, at 45 cents, including haul	$6,852 15

Reservation, New Hampshire avenue, O and Twenty-sixth streets.

Amount per measurement	$11,109 27
Deduct for intersections	715 67
Charge against Government, (answer p. 453)	$10,404 60
	11,462 50
Excess	$957 90

Thereupon the committee adjourned till Monday morning at 10 o'clock.

WASHINGTON, May 18, 1874.

The committee met pursuant to adjournment.

The journal of Friday was read and approved.

TESTIMONY OF JAMES E. GREGG.

James E. Gregg sworn.

By Mr. Wilson: I reside at Urbana, Ohio; I have been a resident of that place about two years. Prior to that time I resided at Helena, Ark., for three years. Before that I resided at Waumega, Kan.; I resided there one year. Previous to that I resided at Sandusky, Ohio. That has always been my home with the exception of the several years I was engaged in Kansas.

Q. What is your occupation? A. Railroad man.

Q. At what points? A. Sandusky, Ohio, and on the Kansas Pacific railroad, and the Arkansas Central railroad.

Q. In what way were you railroading? A. I was bookkeeper and paymaster of the Sandusky, Dayton and Cincinnati railroad. I occupied the same position in the construction of the Kansas Pacific railroad; also a contractor on that road, and had the contract for building the Arkansas Central railroad.

Q. These contracts on these railroads, were they executed by yourself, or were they sub-let by you to others? A. Executed by myself.

Q. Have you had any contracts under the Board of Public Works of this city? A. Yes, sir; I have had contracts for paving a portion of Seventh street and Fifteenth street, and also for building a sewer on the Boundary.

Q. What portion of this work did you do yourself? A. None of it. I had also a contract for grading on Seventh street, not on Fifteenth street.

Q. How came you to get these contracts? A. I made application to Governor Shepherd for them. I called upon him personally; I made no written or any application to the board.

Q. All of these contracts were awarded by personal application to Governor Shepherd? A. I believe they were; I think these awards were made to me about the 5th of August last. The contract for the work on Seventh and Fifteenth streets I sub-let to Dr. L. S. Filbert. The grading on Seventh street was sub-let to a man name Welch, through Dr. Filbert—I mean by that that Dr. Filbert took it in charge and sub-let it. I gave him absolute power of attorney for all the work.

Q. Did the firm of Taylor & Filbert do that work? A. L. S. Filbert did it.

Q. What interest did Taylor have in it? A. I do not know.

Q. How long after you got these respective contracts was it until you sub-let to these parties? A. Fifteenth of September about, a little upwards of a month and a third.

Q. You did no work at all in the meantime? A. No, sir.

Q. Did you have any arrangement with any of these parties before you got the award that they were to do the work? A. No, sir.

Q. Did you have any arrangement with any one? A. No, sir.

Q. What means did you use for the purpose of procuring these contracts? A. I used no other means except an application to Governor Shepherd.

Q. Were you personally acquainted with Governor Shepherd? A. No, sir, I was not; I was recommended to him by Senator Dorsey; I had a letter; I have not now a copy of it; I delivered that letter to Governor Shepherd.

Q. On what terms did you sub-let these contracts to these parties? A. Taylor & Filbert took the contract—my contract with the Board of Public Works—and was to pay me 25 cents per yard for the paving.

Q. And what for the grading? A. I was to get 5 per cent. on the amount.

Q. In what way were they to pay you? A. In kind.

Q. Has it been paid? A. A portion.

Q. What amount have you received out of these two contracts—Seventh and Fifteenth-street contracts? A. I cannot tell you now. I have not the figures with me. I should think about $3,200.

Q. How much will you receive when the whole thing is settled up? A. I cannot tell until I know the amount of the final estimate. About one half of the work only has been done.

Q. Have you made calculation as to the extent of pavement and grading that has been done? A. Yes, sir; I believe I have. I have not paid much attention to it since I let the doctor do the work. I have no figures with me. I cannot tell how much the work will amount to.

Q. Did you have any partners in this transaction? A. None.

Q. No understanding by which you were to make any division with any person? A. Yes, sir; I was to pay one half of the profits to Mr. Colt. He is a resident of Washington city and a contractor. He took the charge of the work for me. I have been absent ever since the contract was given. He took charge of it to see that the work was done in accordance with the terms of my contract with the board. No other person was interested with me.

Q. Did you sub-let the contract for the Boundary sewer? A. Yes, sir; to William H. Adams. That contract was executed directly to me. I did not assign the contract to Adams. I told him to go on and do the work. He is at work at it now. I was to pay him all except 7½ per cent.

Q. At what rate per linear foot were you to construct that Boundary sewer? A. Thirty-six dollars and thirty-eight cents.

Q. Do you know how that amount was made up? A. No, sir. I forget. I knew at one time—at least the engineer of the board told me—but I have not now any recollection of what it was. I was not in Washington when that contract was awarded me.

Q. Where were you at the time the contract was let to you in regard to the Boundary street sewer? A. That is the one I was just speaking of—at the Board of Public Works on Four-and-a-half street, and the others at the same place.

Q. Do you know where the contracts were actually given out, or the awards? A. No, sir; I suppose in the office.

Q. Do you know at what rate certificates that were to be taken in payment for this work were to be estimated?

Witness. As paid to me?

Mr. Wilson. Yes, sir.

Witness. At par,

Q. In making up the amount per linear foot that you were to be paid for this sewer, at what rate were the certificates estimated? A. They were to be paid to me at par, as I understand.

Q. I do not know as you apprehend my question. Is it or not the fact that the cost of this, or the price to be paid, was itemized, and among other items that a discount of 15 per cent. on account of having to receive certificates was added to the price? A. Not that I am aware of.

Q. I would be glad to have you refresh your recollection in any way that you can on this subject. A. I am not aware such was the case.

Q. How much of this work has Adams performed? A. About 900 feet.

Q. How much have you received on account of it? A. $24,280.66.

Q. That is the actual amount paid. How has that been paid? A. In auditor's warrants.

Q. What kind of warrants? A. I do not know.

Q. Did you receive them, or Adams? A. No; Mr. Colt received them. I never received any of them.

Q. Was Mr. Colt interested with you in that matter? A. He was acting as my agent only.

Q. You divided with him; A. Yes, sir.

Q. Have you never seen any of these auditor's warrants of which you speak? A. I saw some on Saturday in Mr. Colt's possession, here in the city.

Q. Were you and Mr. Colt making any settlement in regard to this matter, or examination of your accounts? A. No, sir; he had drawn an estimate, and I saw the warrants in his hands, which he paid to Mr. Adams for doing the work.

Q. What amount have you received individually on this account? A. Do you mean the sewer?

Q. Yes. A. Fifteen thousand dollars.

Q. How much is yet due you on account of what has already been paid? A. I cannot tell you.

Q. Can you give us no idea of the character of these auditor's warrants? A. No, sir; I never have seen any of them.

Q. Do you mean by "auditor's warrants," auditor's certificates for the amount of work done? A. I suppose they were. They were signed by Mr. Lay as auditor.

Q. What will be the average cost of this sewer? A. I do not know.

Mr. Wilson. I desire to read the following extracts from the journal:

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA, WASHINGTON, July 23, 1873.

(Mr. Johnson says mistake in date; ought to be 1873.)

The board met at the usual hour.

* * * * * * *

Chief engineer was directed to prepare a contract with J. E. Gregg for paving the carriage-way of Seventh street, from M to Boundary streets northwest, with Belgian block pavement, New York specifications; also, the carriageway of Fifteenth street, between Rhode Island avenue and Boundary street northwest, with Miller or Stowe pavement, treated. Mr. Gregg notified.

* * * * * * *

BOARD OF PUBLIC WORKS, DISTRICT OF COLUMBIA, WASHINGTON, September 11, 1873.

The board met at the usual hour.

* * * * * * *

Also, to amend contract 806 with J. E. Gregg so as to read: paving carriageway of Seventh and Fifteenth streets west with Miller's wooden block. Mr. Gregg notified to put on more force.

Q. How did that change happen to be made, and who were the parties to the change? A. I do not know. I was notified of the change, but was not consulted about it. I was notified of it by the secretary of the board. I assented to it, and the work was done according to the change. I do not remember whether I did or did not make any application to have that change made. Mr. William D. Colt would know all about it.

Q. You say Mr. Colt is a contractor. Do you know of any contracts he has had, aside from those in which he was interested with you, under the Board of Public Works? A. I do not know of any under the Board of Public Works.

Q. Have you any knowledge of what he has been doing, other than looking after the contracts? A. No, sir.

Q. Where did he formerly reside? A. Sandusky, Ohio.

Q. Was he associated with you in business in any way there? A. No, sir; he was keeping a book store there.

Q. Did he come from Sandusky here? A. Yes, sir; and associated himself with Jay Cooke & Co. for several years. I do not know in what capacity he was connected with the banking-house of Jay Cooke & Co. He was in that banking-house for several years during the war, up to about 1868, I think.

Q. From 1868 what was he doing? A. I have understood from him that he had a contract for opening some mines in northern New York, and building a railroad up there. He was connected with the Erie railroad in some way. I do not know much about his business.

Q. When did you sign these contracts? A. I do not know when I signed the contract for Seventh and Fifteenth streets. I signed the contract for the sewer on the 20th of February last. It must have been in August, or early in September, that I signed the contract for the streets.

By Mr. Hubbell: Q. When was this contract for the sewer awarded?

Mr. Wilson. It seems to be in August, 1873. (To the witness:) How happens it you did not sign that contract until February? A. It was not ready for me. There was some engineer's difficulty in the way. I called several times for it, but it was not ready for me. And then, again, I was out of town for a couple of months.

Q. At the time you arranged with Mr. Filbert to execute this contract, was there any understanding that you were to have some person to do this work for you? A. No, sir; I attempted to do it myself.

Q. How did it happen that Taylor & Filbert went on your bond for the performance of your contract? A. I do not know; Mr. Colt secured the bondsmen.

Q. Do you know whether Mr. Colt had any arrangement with Taylor & Filbert? A. He might have; he attended to all of the business for me.

Q. Did you do anything else except to go to Governor Shepherd and get the contract awarded? A. Not much besides that.

Q. What else did you do, if anything? A. I first made arrangements to go and do my work; but I was disappointed in my money matters and gave it up.

Q. Did you make arrangements after you got the contract awarded to you? A. About that time I made arrangements with a person in New York, Mr. Moore, to furnish me blocks for the streets. He shipped a vessel-load of blocks here and delivered them.

Q. What Moore was that? A. I forget his name. He is a contractor, and has his office in Wall street, New York.

Q. Do you know where Mr. Taylor is? A. I do not. The last time I saw him was in New York, about three months ago. I have not seen him since, to my recollection. I hardly know the man when I do see him.

Q. Where is Dr. Filbert now? A. He is on his way to Pittsburg. I saw him last about 5 o'clock on yesterday afternoon.

Q. Did you have any interviews with him in relation to this subject? A. None whatever.

Q. Do you know whether he and Taylor had an interview in regard to these contracts recently? A. No, sir; I do not know anything about his business.

Q. Where did you see him yesterday? A. I saw him driving around F-street circle, I believe they call it.

Q. Did you see him any place else? A. I saw him before that, on Seventeenth street, driving out.

Q. Did you meet him personally? A. I did not. I just passed the compliments of the day.

By Governor Shepherd: Q. I would like to ask you, Mr. Gregg, if the contracts awarded to you were not awarded on your statement that you had made arrangements to furnish money enough to carry them on and execute them promptly and well? A. Yes, sir; I stated that.

Q. And were not the contracts awarded to you on that basis? A. Yes, sir.

Q. Was not the statement made to you at the time that most of the contractors have were loaded down with more than they could carry, and we wanted men with capital and means to do the work? A. Yes, sir; I believe you stated that to me.

Q. That was the basis upon which you got the contracts? A. Yes, sir.

By Mr. Wilson: Q. Did you represent you had the means? A. Yes, sir; I represented I expected to be furnished with means. I was promised the means for this work.

Q. Who was to furnish you the means? A. Senator Dorsey.

By Governor Shepherd: Q. In regard to building this sewer. The reason this contract was not signed and the thing completed, was from the fact that there was a dispute as to the right of way through the ground. That was in litigation. We were enjoined from going on with it. It was finally compromised. That accounts for the delay in the signing of the contract for the building of this sewer. I merely state that by way of information.

By the Chairman: Q. You say you expected Senator Dorsey to furnish you the means? A. He owed me a large amount of money, for which he was to pay me.

Q. He owed you, and you expected to get your pay? A. Yes, sir. At the time I got this claim I said to him I would have to have some money that he owed me.

Q. There was no arrangement or understanding that he was to have any interest in this work? A. None whatever.

The Chairman: I ask that in justice to Senator Dorsey.

The Witness. None whatever.

TESTIMONY OF CHARLES S. JOHNSON.

Charles S. Johnson sworn.

By the Chairman: Q. I notice in this record that in many instances the beginning is, "The board met at the usual hour," without stating who were present. How were these minutes made up in those cases? A. They were all made up in the same way.

Q. Who furnished you with the memoranda by which you made up these minutes? A. I always made them up myself from the transactions of the board.

Q. Do you mean to say that the board was in session as a board, and that you kept a record of the proceedings of the board, or that minutes were furnished to you, and you made the entries according to the minutes furnished to you? A. No, sir; I always prepared the minutes myself from the transactions of the board.

Q. Who were present at these meetings where there is nobody named to be present; were all the members present? A. I cannot tell now; there was always a majority present.

Q. So that, then, all of these board meetings contain a record of the proceedings that were had by the board, when there was a majority of the board present? A. Yes, sir.

Q. Who were the parties usually present? A. The vice president and two other members of the board.

Q. Who were the other two members of the board? A. Since Dr. Blake has been appointed he has been there nearly always; Colonel Magruder, or if not, Mr. Cluss. Mr. Shepherd has not been there often since he was appointed Governor.

The committee here took a recess until 2 o'clock.

AFTERNOON SESSION.

TESTIMONY OF WILLIAM H. ADAMS.

Wm. H. Adams sworn and examined.

By the Chairman: Q. Are you a contractor under the Board of Public Works? A. Yes, sir.

Q. What contracts have you had? A. I have had several contracts.

Q. Had you a contract on south B street? A. I had one there; yes, sir.

Q. What did that embrace? A. Grading, paving and sewering.

Q. Did you put down a pavement on south B street? A. Yes, sir.

Q. A brick pavement? A. The sidewalks were brick; yes, sir.

Q. Did you take up the brick that were already there? A. I did, sir.

Q. What did you do with them? A. A large portion of them we put back on the Government side; on the property side we bought a great many of them from the property owners.

By Mr. Wilson: Q. You mean the side next to the private property? A. I mean the side next to the private property.

By the Chairman: Q. What did you do with brick that you took from the Government property and did not relay there? A. We took in the neighborhood of thirty thousand brick on F street. I had F street contract at that time: paving-brick were very hard to get at that time; I wanted to finish that contract, and we removed about thirty thousand brick, from twenty-five thousand to thirty thousand, as near as I can get at it, on F street.

Q. Were they paid for by you, or deducted from your account? A. They have been; yes, sir, it has been deducted from my account; they were taken at that time, and the property clerk wanted to know where I was taking the brick; I told him that I had to take them, and would return them, which I did; I took them and returned them, and they were charged to my account.

Q. These workingmen who have been employed by you have made some complaint to this committee with reference to your conduct toward them; have you any explanation to make about that; we have had some testimony before us in regard to the treatment of your workingmen whom you owe? A. What complaints have they made?

Q. That you did not pay them. A. That originates from the B street contract, as well as a sweeping contract that I had from the board, which has never been fulfilled according to the contract made with the board. Had the payments been made according to the terms of the sweeping contract, which the majority of the claims of these men comprised—there would have been sufficient money to have paid the men. The board not having the money, they had no money to pay me, but paid me in certificates and acceptances, which they could not pay.

Q. Is the Board of Public Works still in debt to you? A. Yes, sir.

Q. How much? A. I cannot tell you until I refer to my books.

Q. Do you know about how much? A. I cannot tell you, sir; there is a great deal of work that still remains unmeasured applying to this one contract that I refer to, which would have been sufficient and ample to have paid all these men; it was a contract that was taken under a percentage, which was to have been paid in cash, monthly, at the net cost of the work, with 15 per cent. added over and above that.

Q. That was the original contract? A. That was the contract made with the board, for which they paid me with auditor's certificates, treasurer's acceptances. I realized the best I could out of them, and paid the men as far as the money went.

Q. Have you purchased any property in this city? A. No myself; I purchased a piece of property from Mr. Shepherd for my wife.

Q. How did you pay for it? A. I paid for it in certificates.

Q. Arising from this work? A. No, sir; that is money that I used of her's. I paid in certificates.

Q. Paid her back in certificates? A. Yes, sir.

Q. And out of the proceeds she purchased this house? A. Yes, sir.

Q. Have you received any money from the Board of Public Works recently? A. No, sir.

Q. Or any certificates? A. No, sir.

Q. What is the date of the last certificate you received from the Board of Public Works? A. Well, I am unable to tell you that now, without referring to the books.

Q. State about the date; have you received any certificates from the Board of Public Works since you gave this order to the workingmen? A. No, sir.

Q. No certificates? A. None whatever.

Q. And no money? A. No money.

Q. Have you been paid the amount of that order, or is it still subsisting against the board? A. I have not been paid that amount.

Q. It is still there to the credit of the workingmen if they so desire it. You gave an order to those workingmen amounting to about $7,000? A. Yes; and by request of Mr. Willard I withdrew that order, or consented to have it withdrawn and placed back into their attorney's hands. Whether it has been done or not, I cannot say. I gave the consent.

Q. At that time the Board of Public Works owed you that amount of money? Yes, I consider so.

Q. It is still there for the men if they desire to take it? A. Yes, sir.

Q. That is your understanding? A. That is my understanding.

By Mr. Wilson: Q. How much does the board owe you now; altogether, according to your best information? A. I cannot tell you. There is a great deal of work that is unmeasured, and it is a pretty hard matter to approximate, to tell what it is.

Q. About how much work remains to be measured? A. There is a reservation on B street which I cannot tell the amount of. It was kept back by the auditor in settlement; and there is an amount of work on my large sewer—stone work—which has not been measured. It is hard for me to get at the amount.

Q. Can you not give us an approximation? You have some idea, I presume; give us the best estimate that you can. A. I do not believe I could come within $10,000 of it.

Q. If you can come within $10,000 of it that would be better than nothing. A. Taking it at the lowest, I should say $80,000.

Q. Of unmeasured work? A. I think so, sir; wait one moment; let me correct myself—no—yes, of unmeasured work, and percentage kept back on the other contracts.

Q. How much of that do you think is unmeasured work? A. Well, say $15,000.

Q. Do they owe you anything in addition to that? A. Well, as I first remarked, in the sweeping contract I contend there is a deficiency in of nearly $13,000, for not having been paid according to the contract.

Q. What was the contract in regard to the payment? A. Cash.

Q. They were to pay you cash? A. Yes, sir; or its equivalent in bonds or certificates of the Board of Public Works to make it cash.

Q. Was that the original understanding between you and the board, that they were to pay you either cash, or that they were to give you enough certificates to make it equivalent to cash? A. That is the wording of the contract—cash or its equivalent in bonds or certificates of the Board of Public Works.

Q. Was that the sweeping contract? A. Yes, sir.

Q. Was there any understanding as to what the certificates should be received at by you? A. Not at all, sir; there was nothing mentioned.

Q. Is there any other amount due you from the Board of Public Works than this you have already mentioned? A. On the B-street contract I contend that there is a balance due me.

Q. How much? A. About $15,000.

Q. On what account is that? A. On account of not being paid in cash.

Q. Did you have a similar agreement there? A. That was cash. I think it mentions cash in there. It is a Government contract. I am not certain; it is to be paid in money, I think.

Q. They paid the money? A. No, sir; they paid me a portion, and left the balance. They paid in certificates—a portion of those certificates they paid.

Q. You say there is about $15,000 due you still on that? A. Fifteen thousand dollars to $18,000.

Q. Is there anything else due you? A. I do not remember anything at present. I can give you a full statement of it, if you desire.

Q. Did you get this contract directly from the board, or through the intervention of somebody else? A. Directly, sir; my B-street contract I did not; that was indirectly.

Q. Whom did you get that from? A. From a man by the name of Riley. I was running large sewers. I, however, did not get it for myself. I got it for some other parties, but they failed to do the work, and I took hold of it and did it myself.

Q. Who is Mr. Riley? A. Well, he is a man doing business, I believe, down on B street.

Q. What is his business? A. Coal business. Thomas Riley, I believe, is his name.

Q. What was the amount of your contract? A. There were two—the F-street contract and the B-street contract; the F-street, $18,000, and the B-street, $92,000.

Q. You got the B-street contract from Riley? A. Yes, sir.

Q. Did you get the other from Riley—the F-street contract? A. Yes, sir; that was a small job.

Q. What consideration did you pay Riley for the B-street contract? A. The two were included. I forget now. It was a small amount; in fact, I cannot give you the exact amount; somewhere in the neighborhood of a thousand dollars, I think.

Q. Had he done any work on it? A. He had a portion.

Q. How long had he been at work on it when you took it? A. That I cannot tell you.

Q. Had he done any considerable part of the work? A. No, sir; I think not.

Q. In what way did you pay Riley for this contract? A. Cash.

Q. Was it just a thousand dollars that you paid him? A. No; I cannot give you the exact amount; in that neighborhood.

Q. Did you pay him a thousand dollars or a percentage? A. No; I just paid him outright. They had a contract made to him, and I bought the contract. It was afterwards transferred to me.

Q. Was it the original understanding that this contract was to be awarded to him and afterward it was let to you, you paying him this amount of money? A. Let me understand you, sir.

Q. Did you have an understanding with Riley before he got the contract at all? A. No, sir. I did not know him at the time. He had the contract long before I knew him.

Q. But you got it afterward, paying him a thousand dollars for both of the contracts? A. Yes, sir; for both contracts.

Q. Are there any other contracts in which you have been interested which you did not get directly from the board, but which you got through the intervention of some one else? A. None that came to me directly.

Q. Have you had any other contracts through the intervention of any other person? A. Not through any intervention. I am doing a piece of work now for another man.

Q. Who is that? A. Mr. Gregg.

Q. What contract is that? A. A ten-foot sewer out at the Eastern branch.

Q. What consideration did you pay for that contract? A. I gave him 7½ per cent.

Q. How much have you paid him on account? A. I have paid all that I owed him.

Q. How much is that? A. I think it is about $2,000.

Q. How are you to pay Mr. Gregg? A. In certificates; such pay as I get.

Q. As they are issued to you you pay his percentage to him? A. Yes, sir.

Q. Did you ever get any contracts directly from the board? A. Yes, sir.

Q. To whom did you make application? A. Mr. Shepherd and to the board itself.

Q. Where did you get your contracts; where were you when contracts were made out to you? A. Here in Washington.

Q. At what point in Washington?

The Witness. When I got my first contract? Mr. Wilson. Well, any of them? A. I was living in Georgetown then, at the Union hotel.

Q. I am not speaking of where you were living, but where you were when you got the contract. Were you and Mr. Shepherd together, for instance? A. No, sir.

Q. Where did you get them? A. I applied by letter and the contract was awarded to me.

Q. Was there any bidding for these sewer contracts that you are aware of? A. Yes, sir; there was a bid for B street. I put in a bid for it.

Q. Was there any advertising for bids? A. Yes, sir.

Q. You put in your bid pursuant to that advertisement? A. Yes, sir.

Q. And the contract was awarded to you? A. Yes, sir.

Q. What did you get for this Boundary-street sewer? What was the price paid for it? A. There are two or three of the Boundary-street sewers; which one do you refer to?

Q. Well, I will take the one that you are now constructing. A. We are not working on any of my contracts now.

Q. The one that is in process of construction. A. We are working on the Gregg contract now.

Q. Very well, I will take that. How much do you get per linear foot for that sewer? A. I think it is thirty-six dollars and some cents.

Q. How was that thirty-six dollars and some cents made up in fixing the price of that sewer? A. It was made up on the excavation, on the price of material, labor, &c., I suppose.

Q. Is there anything in there going to make up that amount in regard to discounts on certificates? A. Not that I know of. When we bid for it we generally make a discount.

Q. Because you have to take certificates? A. Yes, sir.

Q. Do you know what that is estimated at? A. No, sir.

Q. You do not know what that was put in at? A. No, sir.

Q. You did some paving, I believe? A. Yes, sir.

Q. On what street? A. B street and F street.

Q. Any other street? A. No, sir.

Q. Did you do any grading? A. Yes, sir.

Q. Did any other person do grading on these streets before you put your pavements down? A. Yes, sir.

Q. Who? A. A man by the name of Hussey.

Q. Anybody else? A. I think not; I do not think there was, sir.

Q. Which street did Hussey do grading on? A. He did a portion of the grading on B street, between Sixth and Seventh.

Q. Did he prepare the street for the pavement? A. No, sir.

Q. How much did he lack of it? A. Oh, considerable.

Q. How much excavation did you have to do in order to put down your pavement? A. A very large amount, sir.

Q. Did you pay for grading? A. A portion I did; all over and above two feet.

Q. Do you know whether that two feet was deducted from your paving contract or not? A. Well, I supposed it was. That was my contract. I suppose the engineer deducted it. I think it was so, because he made the remark that there were two feet to be taken off from the depth.

Q. Were you in the employment of the board before you began taking these contracts? A. No, sir.

Q. You held no office under the board? A. No, sir.

Q. Had you been a contractor prior to the time you commenced this business? A. Yes, sir.

Q. I see your contract, which I have in my hand, states that you shall be paid in cash or the equivalent of cash in bonds or certificates of the Board of Public Works, as the said party of the first part may elect; that is to say, as the Board of Public Works may elect. Have they issued certificates to the amount of the work done under this contract, counting the certificates at par value—at their face value? A. Twenty-five thousand dollars they have issued to me.

Q. Is that what the work amounted to? A. Yes, sir, about that; it is a fraction over it; very close to it.

Q. And your claim, then, is that they owe you the difference between the face value and the actual market value of the certificates? A. Yes, sir; that is it. A portion of these certificates were taken with the treasurer's acceptances, payable two months after date.

Q. What has become of those acceptances? A. I am carrying a portion of them and paying large interest upon them. They have not been paid.

Q. The board has not paid them to you? A. No, sir.

Q. Are they due? A. Oh, yes; past due long ago.

Q. You were the successor of Emmert & Smith in this street-sweeping business? A. Yes, sir.

Q. Were you sent for by the Board of Public Works with reference to the payment of this $7,000 order that you had given in favor of these workmen? A. I was sent for to give my consent to withdraw it.

Q. Was it withdrawn do you know? A. I do not know; I think not, however; I think it remains there yet.

Q. At the time that order was given by you, if I understand you, the board owed you that amount of money? A. Yes, sir.

Q. And they have not since paid you? A. No, sir.

Q. And if the board is able or willing to pay, you have no objection to these men being paid? A. Not at all.

Q. I suppose you prefer that they were? A. I should very much prefer it, sir, I can assure you.

Q. What amount of certificates was put into