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"HON." FERNANDO WOOD.

AN IMPEACHER IMPEACHED.

An Unenviable and Ignoble Retrospect—A Formidable Array of Incontrovertible Forgeries, Perjuries, Larcenies and Rascalities Which Will Become a Champion of Reform—A Transcript from the Records of the New York Courts—A Career of Successful Criminality Without a Parallel in the Annals of Our History—The Sort of Man that is at the Helm of the Democratic Party and its Clamoring for the President's Impeachment and for Civil War.

Whilst at the Congressional library engaged in searching for a biographical sketch of Fernando Wood, Representative in Congress from the Tenth district of New York, the following entry in the official catalogue met the writer's eye:

WOOD, (*Fernando.*)
History of the private, political and official villainies of Fernando Wood, 8vo., New York, (1857.)—*Miscellaneous Pamphlets, Vol. 33.*

A request was made of one of the Librarian's assistants for the volume in question.

"We haven't got it, sir. It *has been stolen* out of the library," was the reply.

"By whom?"

"By Mr. Fernando Wood." He sent for that volume one day, and has persistently refused to return it, although we have made frequent demands for it.

"What reason does he assign for retaining the book?" we asked.

"He says he won't permit any such book to exist if he can help it, and he therefore *stole it.*"

"But is there no way of compelling restitution?"

"Oh, yes, we could do so by invoking the power of the courts, but we are so busy that we have had no time to attend to the matter. We may do so one of these days, however. It is a bound volume of

MISCELLANEOUS PAMPHLETS,

you know; so that there are other pamphlets in it beside the biographical sketch of Mr. Wood. In my opinion, it is a clear case of petty larceny."

The writer's next step was to send to New York for the desired data and information, which, having been received, we are enabled this morning to spread before the readers of the NATIONAL REPUBLICAN a succinct and truthful sketch of Mr. Wood's antecedents. As the reader will observe, the facts in nearly every instance are based upon sworn testimony which is to be found among the records of the New York courts.

It is not our intention to dwell at great length upon Wood's private history. A man's domestic concerns are sacred and should be so regarded. But that the harmony of the narrative might not be destroyed, it is essential to mention briefly that Fernando Wood was born in Philadelphia, June 14, 1812, and moved to New York in 1820. He spent his early life in a hard struggle with poverty, and passed through various humble avocations. He was, in turn, a strolling actor, a journeyman cigar maker, and retailer of oakum rope and lastly of liquors. The history of his divorce from the wife of his youth, we shall speed over with the remark that whatever may have been her failings in other respects she appears to have been an exceedingly industrious woman, ever ready to assist her husband in earning a living, for it is stated to her credit that when he was an humble auctioneer's clerk she kept a small cigar shop, and when he engaged in the liquor trade she assisted him in the management of the bar-room. But one other circumstance in this department of Mr. Wood's career, and we shall pass on the main portion of our narrative. Mrs. Abbie B. Mills, Mr. Wood's mother-in-law, in her last will and testament, thus refers to him in one of her bequests: "I give and bequeath to the Corcoran Gallery at Washington, District of Columbia, the following pictures by eminent modern artists, which are at present stored in the University on Washington Square, in the city of New York, and in the care of Walter Reid, janitor of said University, viz." (Here the testatrix proceeds to enumerate a large number of pictures and then says:) *My object in making the above disposition of my family pictures is to preclude the possibility of their desecration by falling into the hands of Fernando Wood, late Mayor of New York, who is unworthy of all confidence, and who, although he married my daughter, has persecuted me in my widowhood in the most atrocious manner.*"

The testatrix further instructed her executors to publish the will in the New York *Herald.* [See Index of Wills, Book 189, page 406, 1872, Surrogate's Office, New York city.] So much for this cursory outline of Mr. Wood's domestic life, which we would gladly have omitted from this sketch if we could have done so consistently. We are now come to that part of Mr. Wood's career that is matter of official record which we have arranged rather in the order of importance than of chronology.

Wood Forms a Partnership With Edward E. Marvine—A Forged Bill of Sale—Forged Letters—Numerous Fraudulent Alterations of Bills and Vouchers.

In the month of September, 1848, Fernando Wood designed making a shipment of merchandise to California, and induced Edward E. Marvine, a wealthy retired merchant, then residing in New York, to become a partner in the venture, by representing the large profit which, he said, would result therefrom. Among other tricks to convince Marvine of the success of the proposed venture he produced a letter purporting to be written by T. O. Larkin, then residing at Monterey, and acting as Consul for the United States, strongly urging Wood to send out a quantity of goods, and sending him a memorandum naming many things suitable to the California market at that time.

In this forged letter to Wood from Larkin, dated in July, 1848, it was stated that the writer was indebted to Wood for important favors, for which he would like to return, suggesting that a large fortune might be made by shipping some $40,000 of goods to California. Completely deceived by Wood's representations, and not suspecting that this letter was a forgery got up by Wood to deceive and entrap him, Marvine acceded to the proposal of partnership.

But before the partnership papers were drawn up Wood had determined to perpetrate another fraud on the too confiding Marvine. He had bought an old worn-out bark, the John W. Cater, for $4,000. He asked Marvine to purchase one half of this bark, and that their goods should be shipped for California in her. He said he had just paid $12,000 in cash for her, and would sell Marvine one half of her for $6,000. As Marvine did not bite at this bait as readily as Wood desired, and seemed to have some doubts about the value of the vessel, Wood paid the money down. Wood devised a plan to remove these supposed objections. He produced and showed to Marvine

A FORGED BILL OF SALE,

purporting to be the genuine instrument by which the vessel had been conveyed to Wood by her former owners. In this *forged* document the price of the bark was stated at $12,000, and her age not over eleven years. Deceived by this false bill, Marvine purchased one half of the vessel for $6,000.

These preliminaries being settled, the partnership agreement was drawn and signed. In it the sale and purchase of one half of the bark, the price paid for it and the manner of payment were stated. The parties also agreed to purchase $35,000 of goods to be shipped on board of her, each party to pay one half. It was further agreed that Wood should make the purchases, keep a correct account of their cost, and of all disbursements, and also of the receipts of such moneys as might be derived from passengers before the vessel's departure. The returns were to be equally divided between the parties as soon as received. Subsequently it was agreed to increase the value of the goods to be shipped to $75,000. Wood had thus the whole business in his own hands. The bark was laden and sailed on October 19, 1848. Two days later Wood forwarded to Marvine, who was then at Auburn, N. Y., an account of the disbursements and receipts under said agreement. This account was in Wood's own handwriting and signed by him. With it he also sent to Marvine the original bills, invoices and vouchers, taken from the parties of whom purchases had been made, and to whom the bark had become indebted. These corresponded with the account rendered by Wood, and Marvine, believing all to be correct, paid his partner one half the amount which the account showed to be due. It was afterwards shown that Wood had, with his own hand, altered nearly all of the bills, *i. e.*,

HE "INFLATED" THEM!

Marvine, in examining the bills, had his suspicions aroused by the alterations in almost every bill. The bills were exhibited to experts, and further inquiry of the merchants who had pretendedly rendered such invoices unfolded on the very threshold of this inquiry *a systematic series of frauds, forgeries and villainies almost without a parallel in the history of mercantile partnerships.* In many instances the vouchers rendered by Wood to Marvine were more than double the actual price paid! Bills were rendered, too, for goods which were never shipped by the bark. In a word, the bills were mutilated and altered by Wood for the purpose of swindling his partner.

After trying in vain to have Wood restore the part of the money out of which he had been robbed by trick, device and forgery, Marvine assigned his claim to Henry Sheldon, George E. Bixby and others, who brought suit in the Superior Court of New York against Wood to recover from him the amount of said fraudulent overcharges ($9,000 to $7,000.) Issue having been joined, and the suit involving the examination of a long account, the court appointed three referees to hear and determine the suit. These referees were William M. Evarts, (late Attorney General of the United States,) Henry Hilton, (ex-judge of the Court of Common Pleas, and now head of the firm of A. T. Stewart & Co.,) and General John Cochrane, (ex-M. C.)

WOOD'S DEFENSE AND PERJURY.

Wood, in his answer, assumed the ground that the charges of fraud were untrue, and that all the overcharges in his bills were errors; and that as Marvine participated in making up the accounts, the alleged errors could properly be attributed to him. But it was proved that the accounts were made up in Wood's store in New York, and that Marvine was at the time at Auburn, at this time and for several consecutive days after, and that the accounts were rendered to Marvine at that place by Wood, in Wood's own handwriting, and signed by him with his own proper signature.

Marvine purchased over $18,000 worth of the cargo, and no errors of any kind were found therein. Wood purchased about $11,000 worth of the cargo, and in his part all of the errors, over charges or frauds, existed. Wood's defense was therefore that Marvine had a *penchant* for cheating himself; that he had altered the bills and some of the bills which he purchased on account of the bark? Of course the referees regarded this defense as an absurdity. On the day the bark sailed, (October 19,) Wood wrote to Marvine at Auburn, stating that the exact amount of the cost of the cargo was $25,939.11, and that the outfits would amount to over $3,000. This letter was in evidence. On the next day (the next day Wood sent Marvine (at Auburn) the account alleging the entire invoice cost at $25,939.11, and the outfit, $3,560.66! Now, Wood swore that Marvine was at his store in New York, when he made up the accounts, at the very time when he was daily writing to him, at a place hundreds of miles away. Therefore Wood swore to that which he knew was false. Wood never produced on the trial the original bills on which Marvine had settled with him. Why? Undoubtedly because he did not dare to show the world that he had these altered bills. Marvine, after his suspicions were aroused, had copies made of the bills and vouchers, and a comparison of these with the book of the merchants from whom the purchases were made established the frauds.

THE T. O. LARKIN'S FORGED LETTER.

After some half-dozen witnesses of the highest character had sworn on the plaintiff's part that Wood did exhibit to Marvine and to them a letter such as hereinbefore described, purporting to have been written by Thomas O. Larkin, *a Government agent in California*, by Wood, the latter put upon the stand as a witness in his behalf an Englishman who had been in California in 1849, named George E. Lewis, for the purpose he tried to prove that he had written a letter. But the plaintiffs proved by a Captain Fraser, who knew Thomas S. Larkins and had corresponded with him, that Lewis could not be in California at the date of this letter which Wood pretended to have received from him. Moreover, Fraser produced several letters which he had received from Lewis (the alleged Larkin's agent) at that time, which compared with the handwriting in the forged letter Wood pretended to have received from him, were shown to be about as dissimilar as it was possible for two different men to write. In summing up the case the plaintiff's counsel called the referees' attention to the wonderful resemblance of the writing in this forged letter, and to the writing of Wood, as shown in papers before them in evidence.

REPORT OF THE REFEREES.

The proofs and allegations of the respective parties to the suit having been heard of the referees, they made their report as follows:

Henry Sheldon, George E. Bixby, William H. Sheldon and Levi Chestnutwood against Fernando Wood.

To the Justices of the Superior Court of the City of New York:

In pursuance of an order of this court, made in the above-entitled action, bearing date the 29th day of October, we have had the matter in it referred to William M. Evarts, John Cochrane and Henry Hilton, or the city of New York, counselors-at-law, to hear and determine this action, and to report thereon.

We, the undersigned referees in the said order named, have been sworn and have taken upon the reference herein by the counsel of the respective parties, and having heard their respective proofs and allegations, do report:

That the following facts were proven and established before us upon such reference:

That on the 20th day of October, 1848, the defendant and one Edward E. Marvine made and entered into an agreement, in writing, of which a copy, including the memorandum annexed to the same, is annexed to the complaint herein, and marked schedule A.

That at the time of making such agreement the defendant represented to the said Marvine that the bark John W. Cater, therein named, should be contributed to said joint venture at the cost price thereof which the defendant then said he had paid, and the defendant then agreed to sell to said Marvine, and the said Marvine then agreed to purchase of the defendant, one half of said bark at such cost.

That the defendant thereupon represented such cost price to have been $12,000, and said Marvine, believing such representation to be true, and upon the faith thereof, agreed to give the defendant for one half interest in such bark the sum of $6,000, specified in said agreement, marked schedule A.

That on or about the 21st day of October, 1848, and within a few days after said bark had sailed from the port of New York upon the joint adventure so agreed upon, the defendant rendered to said Marvine an account of expenditures made by the defendant under said agreement, marked Schedule A, in the fitting out of said vessel, and the purchase of her stores and supplies, and said Marvine, believing such account to be correct, did, on the 7th day of November, 1848, pay to the defendant one half thereof, pursuant to said agreement.

That in said account as rendered and paid were the following errors and *overcharges:*

Howard Wightman	overcharge	$300 00
John R. Woolsey	overcharge	58 70
Benjamin Hall & Co	overcharge	214 99
J. M. Holcomb	overcharge	9 25
J. W. Frame	overcharge	54 90
Poole & Pentz	overcharge	120 50
Bagaboone & Elliott	overcharge	5 40
F. Hennill	overcharge	11 00
C. A. B. Pollen	overcharge	100 00
S. Nichols	overcharge	32 00
Waydell & Co	overcharge	100 00
C. L. Wilkins	overcharge	11 75
E. Fitch	overcharge	65 00
Commissions	overcharge	46 60

That at or about the time of rendering and settling the account referred to in the above stated, the defendant and said Marvine rendered to each other, and on the 3d day of January following settled therein, the accounts for expenditures made, pursuant to said original agreement marked Schedule A, for the cargo of said bark John W. Cater.

That upon such final settlement, the account set forth in complaint, and dated January 3, 1849, was stated and signed by the parties, and such settlement showed the sum of $10,000 owing to the said Marvine the balance of $904.05, in the manner in said specified account, such payment being necessary to equalize the said disbursements on account of such cargo, and thereby each contributed an equal half part of the cost thereof, according to the accounts upon which such settlement was made.

That in the account so rendered by the defendant to said Marvine, for purchases made by the defendant for account of said cargo of said bark John W. Cater, as aforesaid, were the following errors and overcharges:

Holt & Palmer	overcharge	$100 00
Taggart & Gray	overcharge	50 00
Cyrus W. Field & Co	overcharge	160 00
James Hunter & Co	overcharge	162 75
Wm. E. Laurence	overcharge	235 00
S. Whitingham	overcharge	25 00
H. Fish & Sons	overcharge	2 00
M. Q. Wood	overcharge	175 84
Oliver Van Every	overcharge	70 71
John Thursby	overcharge	112 50
Amount		1,094 80

An overcharge of interest, as follows:

Interest on $2,826.94 of purchases made, defendant charged in said account, and paid, made upon a credit of six months, but in the account charged as made for cash	203 91	
Interest, on $666.67 of similar purchases actually made upon a credit of six months, but in the account charged as made upon a credit of four months	5 29	
That each and all of said errors and overcharges have been discovered by said Marvine since the settlement of said account, and the payment thereof, and that the payment by him to the defendant of an equal half part of all the items above enumerated, (except the overcharge of interest last mentioned, and as to that the payment of the whole thereof was made upon the accounts of the same rendered by the defendant to said Marvine as aforesaid, and upon the faith and credit of said Marvine that said accounts so rendered were correct.		

All of which is respectfully submitted.

WM. M. EVARTS,
JOHN COCHRANE,
HENRY HILTON.

NEW YORK, Jan. 17, 1876.

THE APPELLATE COURTS AFFIRM THE JUDGMENTS.

Wood now appealed from the decision of the referees to the General Term of the Superior Court, where the appeal having been heard before Chief Justice Duer and Justice Woodruff, on December 12, 1857, it was in all things (unanimously) affirmed with costs.—(*See 2 Bosworth's Reports, p. 270.*)

From this judgment of the General Term the defendant appealed to the court of last resort, (Court of Appeals,) where the judgment was finally affirmed.—(*See 24 New York Reports, p. 667.*)

In his transactions with Marvine, and throughout the trial he seemed to be entirely unabashed at the exposure and defeat. Wood appears to have played with truth as with a toy, and to have made perjury a personal munitment:

Wood Indicted for Obtaining Money Under False Pretenses!—He Pleads the Statute of Limitations!

On the 7th of November, 1851, the grand jury of the City and County of New York indicted Fernando Wood for obtaining money under false pretenses from Edward E. Marvine under circumstances detailed as above. The evidence upon which the indictment was found (being the same as that given in the civil action) was so conclusive that he would undoubtedly have been convicted before a petit jury had the case ever come to trial. Unfortunately for the cause of justice, however, the indictment was not found until the 7th of November, 1851, and the money out of which Wood swindled Marvine was paid by the latter to Wood on November 7, 1848. Now, the statute relating to this crime required that an indictment should be found and filed in the court within three years after the commission of the offense. Now, in this case, if the day on which the offense was committed was included in the estimate of time three years had elapsed. Wood was not slow to see in this a chance of escape, and, consulting his counsel, and afraid to be tried on the merits, he instructed his counsel to plead the *Statute of Limitations* on a motion to quash the indictment. The motion was argued before the then recorder, who, after reserving his decision for some time, wrote an opinion in which he granted the motion to quash, holding that the day on which the alleged offense was committed must be included in computing the time that had elapsed—*ergo*, that the indictment was found one day too late.

This decision of the recorder was reported in full at the time in the New York *Legal Observer*, (which see.)

Would an innocent man have avoided an investigation, as Wood did? No; he would have courted a full inquiry into the matter, so that he could be honorably discharged and all suspicions removed.

There were curious rumors afloat at the time as to the influence used with the recorder to secure a favorable decision for the accused, the facts in reference to which the reader may find in the publications of Jas. Ingraham and Mr. Herrick, herein before referred to.

Fernando Wood Defrauds a Bank.

Some time in the year 1836 Fernando Wood opened an account with the Merchants' Exchange bank of New York. Hisseveral deposits in this bank were small, varying from $93.88 to $349.42. His balance in the bank never exceeded $400 at any one time. In November, 1836, some months after he opened his bank account, a clerk in the bank, through a mistake, placed to Wood's credit a check on a bank in Albany for $1,750.62, which had been deposited by Mr. Charles Yates for collection. It was some years afterwards when the error was discovered by the bank. When discovered the cashier called on Wood, who denied owing the bank anything, but admitted that the check for $1,750.62 did not belong to him. Finally the matter was, by agreement, referred to D. A. Cushman, William McMurray and a Mr. Gilbert as arbitrators, who, after hearing the testimony offered by both parties, decided that Wood owed the bank the amount of the above-mentioned check, $1,750.62, with interest, making together $2,143.90.

The following is the testimony of the cashier of the bank, taken from the notes of William Inglis, who was Wood's counsel in the case:

I had a conversation with Mr. Wood, in which I told him an error had been discovered in his bank account which brought him in debt to the bank about $1,750.

He (Wood) said such an error could not exist, and that he could not be indebted to the bank in that sum. I said it occurred by passing to his credit a check on an Albany bank, which check belonged not to him, but to another person doing business with the bank.

He admitted that he had no such check for collection, but repeated that he owed the bank nothing. I then asked him for his bank-books and check-books. He said he had been informed of this. It appeared surprised at the statement of his overdrawing, and referred to his once having overdrawn his account with the bank, but when notified of the fact promptly made it good.

When good was a candidate for Congress, in 1840, he was charged with this transaction, and he got his counsel, Mr. William Inglis, to publish a statement of the case, in order, if possible, to remove the unfavorable impression made on the public mind in relation to it, and this counsel, no doubt, put as favorable a construction upon the matter as the circumstances would admit of.

Mr. Cushman, one of the referees, also published a card in relation to the subject, from which we submit some extracts:

It appeared in evidence before the referees that Mr. Wood kept a small account with the Merchants' Exchange bank, for some months in the year 1836, to March, 1839, and that his several deposits during that time varied from $93.88 to $349.42. That his account for November, 1836, the clerk, or bookkeeper of the bank, by mistake, posted to his credit a check on Albany for $1,750.62, which had been deposited by Mr. Charles Yates, for collection, and that before the error was discovered by the bank, Mr. Wood drew out his whole of that amount in small checks or drafts, varying from $5 to $67.50, which checks or drafts were produced in evidence before the referees, to the amount of the credits on the books of the bank, including the credit of $1,750.62, belonging to Mr. C. Yates.

It was proved before the referees that when the bank discovered the error in posting said check to Wood's account, which was more than two years after it occurred, the cashier of the bank called on Mr. Wood, stated to him the fact of the overdraft to the amount of the check in question, and requested permission to look into his bank-book. Mr. Wood replied that his bank-book had been burned up at a fire in Washington street. He admitted to the cashier that the check in question did not belong to him, but asserted that the mistake must have occurred in some other way, and that he owed the bank nothing.

The report of the two referees (the third not being present at the last meeting) was in favor of the bank to the amount of the erroneous credit of Mr. Yates' check, which, including interest, was $2,143.90.

Of course, whether his bank-book was burned or not, Wood was too cunning to exhibit to the referees, as it would have furnished corroborative proof of the fraud, for the bank-book would have shown that the bank had credited Wood with the check in question, and that he was cognizant of the error when such credit was first given, and that he knew he was defrauding the bank in drawing this money.

He Filches $50,000 from the City.

While Wood was Mayor of New York city, in 1857, his conduct was such as to seriously alarm the better class of citizens. He had at the head of the police force, frequently used it for unlawful purposes, and the promotion of his own selfish aims. The Legislature of 1857 deprived him of his power over the police by creating the "Metropolitan Police Department." Upon this he sent a message to the Common Council recommending the secession of the city from the State. He refused to give up the control of the old police force, which had been legislated out of office. He sily, he inaugurated a rebellion by violently resisting the lawful process of the courts, and with the aid of the old police, which he thought they might lose their places if they disobeyed his orders, he assaulted, maimed and beat off from the Mayor's office the officers of the courts when they attempted to serve a writ upon him, which, like a bloody riot at the City Hall, Wood and his adherents were put down by the bayonets of the 7th regiment, National Guard. He was then arrested on twenty-five indictments, charging him with riot, contempt of court, attempted murder, etc. Wood was arrested under an attachment issued by Judge Hoffman for contempt of court, but, by dint of hard swearing, he got off by charging him for want of legal evidence to convict him, the judge spoke in severe language of the absolute falsehood and perjury "he believed him to be guilty of."

Wood succeeded, on one pretext and another, in getting something like $50,000 from the city for his alleged expenses in the police suits growing out of the above matter.

How Wood Swindled the City of New York—A Tissue of Perjuries.

The ship Joseph Walker was burned and sunk off the foot of Dover street, New York city, in December, 1855. She was laden with grain, and in April, 1856, while Fernando Wood was Mayor, he, without any legal authority, but assuming it, made a contract on behalf of the city, with one Walter R. Jones, one of his old cronies, to raise and remove the ship for the sum of $13,000. The ostensible object was to protect the health of the city, the public being supposed sufficiently enough to believe that the sound grain sunk more than twenty feet below the surface in rapid tide-water, would breed a pestilence, although it had already been perfectly harmless for nearly two years. After some thousands of dollars had been drawn from the city treasury under this contract, a committee of the Common Council investigated and made public the facts of the transaction.

It appeared that the piers between which the old hulk was submerged were private property, so that the only parties interested in the raising of the ship were the owners of those piers and the owners and underwriters of the vessel. After unsuccessfully trying to raise the ship, the underwriters made her over to Jones, on condition that he should raise her and remove the wreck from the slip, and thus release them from any liability to pay wharfage and damages to the owners of the piers. As soon as Jones had secured his contract with Wood (on which he made a sub-contract with Wood (on which he made a sub-contract with the parties who had paid by the city) he made a sub-contract with one Charles F. Barnes, who agreed to remove the wreck for a salvage of fifty per cent. of the proceeds of the sale of the old iron, the property of the cargo. Under this arrangement Jones had secured, not only the $13,000 from the city, but all that could be made under his contract with Barnes. Wood's share in the matter was shown by the investigation. During the investigation the truthful Fernando swore that in April, 1856, he received a memorial from a large number of merchants doing business in the vicinity, asking for the removal of the wreck, stating that she was a nuisance, and prejudicial to health. All of the merchants doing business anywhere near to the sunken vessel were summoned before the committee, and all swore that they had never signed such a memorial, and never heard anybody complain that the public health was endangered from the sunken vessel and her cargo. Wood, when asked to produce the memorial, said he had lost it, nor could he mention a single name that was signed to it. Here was perjury number one. In the mean time, the mysterious, like his bank-book in 1835, *must have been burnt up.*)

Wood also *swore* that the then Comptroller Flagg told him that he ought to have the ship removed. Mr. Flagg (one of the purest men and honorable of men) contradicted him, on oath, point blank. Here was perjury number two.

Wood *swore* that, in his agreement with Jones he had not released the city from the claims mentioned, to reimbursement from the owners of the ship. Documentary evidence and Jones' evidence under oath proved this to be false. Here was perjury number three.

When Barnes had nearly got the wreck to the surface, Jones and Wood, with the aid of the police, dispossessed him, and seized not only the ship, but the sunken wreck and the salvage money. A protracted litigation grew out of this affair, which finally swelled the total cost to the city of this illegal, unauthorized and palpably fraudulent, contract of Fernando Wood with Walter R. Jones to more than $60,000.

And for this flagrant outrage upon the rights of Barnes and his associates, a verdict was subsequently rendered against Wood, in a civil suit, for $25,000 damages, with costs to the amount of several thousand more; but by some housejocus on Wood's part this sum was also paid out of the city treasury, an outrage almost equal in atrocity to the original "arrangement" of Wood with Jones.

The Infamous Hackley Contract—A Mysterious $40,000 Put Out to Do Good.

A companion piece to the foregoing was the contract made by the city of New York with Andrew J. Hackley for cleaning the streets, while Wood was Mayor, in 1861. This matter was finally brought to the attention of the grand jury, who investigated it as fully as it was possible to do; but every one knows how almost impossible it is to get evidence sufficient to indict, much less to convict, a Tammany Democrat, believing in the maxim of "honor among thieves." After rumors of fraud and corruption in regard to this matter had been in circulation for a good while, the District Attorney brought the matter to the attention of the grand inquest, and some startling discoveries were made. It appeared that after the contract was made it was found impossible to get it confirmed by the Common Council and the Mayor. At last, as Hackley testified, he was told that if he would place $40,000 in a certain place in a room in the City Hall, the Common Council would confirm and the Mayor would approve of the contract. Hackley then went to one Hope, who was interested with him, and got the money, which he swore he left in the place indicated; and verily! the approving ordinance passed both Boards of the Common Council, and was approved by Mayor Wood on the same night—the "wide-awake" Fernando remaining at his office in the City Hall until midnight, in order that he might sign the approving resolution. What an "eye-opener" money is! There was some evidence tending to show that a brother of Fernando Wood had one quarter interest in the contract, equal to $59,750 a year for five years.

The contract having been assigned, the city sought to annul it upon the ground that it had been corruptly procured, but, in the civil action brought against the city by the assignee, more evidence was obtained than the grand jury was able to get.

While Hackley admitted what is above related as to the $40,000, he persistently refused to answer any question that tended to show who got the bribe—shielding the rascals by answering that to reply to many of the questions would "criminate him," or "degrade him"—and sometimes quoting refusing to answer questions, upon the ground that they were "unconstitutional." In fine, no part of the $40,000 was traced to anybody. But think of the circumstances surrounding the letting of that contract, and then let the reader form his own conclusions.

Selling Public Offices.

It has been openly charged in pamphlets, and in the newspapers of New York and State, that Wood was in the habit of selling official positions to the highest bidder; yet *he has never dared* to bring an action for libel against the authors of such publications.

It has been charged and published that in 1857, while Mayor, Wood sold the lucrative position of street commissioner to Charles Devlin for $50,000 cash, with certain reservations as to the patronage and profits of the office. Mr. Devlin, who was comparatively young and inexperienced at the time, is still alive, and is much chagrined at, and deeply regrets, having had anything to do with Wood.

It has been charged and published that after Wood's installation as Mayor, in 1860, he sold, through the agency of one William Montieth, the office of city inspector for $20,000 to Mr. Samuel Downes, a very wealthy man, living at that time in the Sixteenth ward of New York; that Downes paid $10,000 of the amount to certain confederates of Wood, and then was cheated out of the office. Of course Downes was advised by counsel that he could not recover back his money. Doubtless the other parties knew so, too, when they received it.

In 1862 a counsel to the corporation was to be elected in the autumn of that year. Wood was then running the organization known as "Mozart Hall." A good many offices were to be filled at that election, and a trade was made between Mozart Hall and Tammany Hall for a combined ticket, and the corporation counselship fell to the lot of Mozart Hall. Prominent in the latter organization were several well-known lawyers, and among others John K. Hackett, the present recorder of the city of New York, to whom Wood had promised the place. Much to his surprise of Hackett, when the nominating convention met, to find Wood conferring the nomination on John E. Devlin, a Sachem of Tammany Hall, upon promises, in the presence of witnesses and elsewhere as a bitter and malignant opponent of Wood.

It was at once seen by what means this nomination was secured, and most of the Mozart Hall people men in the Mozart organization, seeing that it was a mere personal *appendage* of Wood's, abandoned it in disgust, and denounced the nomination of Devlin as having been bought, and as wholly unfit and improper.

Through the combination Devlin was elected corporation counsel, and took his seat on the 1st of January, 1863. The corporation counsel is, and still has, the appointment of the public administrator and the corporation attorney. In addition to the sum of $20,000 in cash, paid by Devlin to Wood, the latter was handed a blank bond dated and signed for these two important offices, but with blanks left for the insertion of the names respectively, as Wood might desire to fill in.

Robert J. Bradford was appointed public administrator by Wood, and the latter's brother-in-law, a Mr. Richardson, appointed as proctor in the office. Bradford had long been known as a giant in the profession, and no man who knew him would have dreamed of appointing him to any position of trust, so bad were his habits. It was generally believed Bradford paid a fabulous price for the office, and it was generally supposed he would raise the money by robbing the widows and orphans, and thus release them from any liability to pay wharfage and damages to the owners of the piers. As soon as Jones had secured his contract with Wood (on which he made a sub-contract with the parties who had paid by the city) he made a sub-contract with one Charles F. Barnes, who agreed to remove the wreck for a salvage of fifty per cent. of the proceeds of the sale of the old iron, the property of the cargo. Under this arrangement Jones had secured, not only the $13,000 from the city, but all that could be made under his contract with Barnes. Wood's share in the matter was shown by the investigation. During the investigation the truthful Fernando swore that in April, 1856, he received a memorial from a large number of merchants doing business in the vicinity, asking for the removal of the wreck, stating that she was a nuisance, and prejudicial to health. All of the merchants doing business anywhere near to the sunken vessel were summoned before the committee, and all swore that they had never signed such a memorial, and never heard anybody complain that the public health was endangered from the sunken vessel and her cargo. Wood, when asked to produce the memorial, said he had lost it, nor could he mention a single name that was signed to it. Here was perjury number one. In the mean time, the mysterious, like his bank-book in 1835, *must have been burnt up.*)

Wood also *swore* that the then Comptroller Flagg told him that he ought to have the ship removed. Mr. Flagg (one of the purest men and honorable of men) contradicted him, on oath, point blank. Here was perjury number two.

Wood *swore* that, in his agreement with Jones he had not released the city from the claims mentioned, and as to that the payment of the whole thereof was made upon the accounts of the same rendered by the defendant to said Marvine as aforesaid, and upon the faith and credit of said Marvine that said accounts so rendered were correct.

All of which is respectfully submitted.

WM. M. EVARTS,
JOHN COCHRANE,
HENRY HILTON.

NEW YORK, JAN. 17, 1876.

THE APPELLATE COURTS AFFIRM THE JUDGMENTS.

Wood now appealed from the decision of the referees to the General Term of the Superior Court, where the appeal having been heard before Chief Justice Duer and Justice Woodruff, on December 12, 1857, it was in all things (unanimously) affirmed with costs.—(*See 2 Bosworth's Reports, p. 270.*)

From this judgment of the General Term the defendant appealed to the court of last resort, (Court of Appeals,) where the judgment was finally affirmed.—(*See 24 New York Reports, p. 667.*)

In his transactions with Marvine, and throughout the trial he seemed to be entirely unabashed at the exposure and defeat. Wood appears to have played with truth as with a toy, and to have made perjury a personal munitment:

Wood Indicted for Obtaining Money Under False Pretenses!—He Pleads the Statute of Limitations!

On the 7th of November, 1851, the grand jury of the City and County of New York indicted Fernando Wood for obtaining money under false pretenses from Edward E. Marvine under circumstances detailed as above. The evidence upon which the indictment was found (being the same as that given in the civil action) was so conclusive that he would undoubtedly have been convicted before a petit jury had the case ever come to trial. Unfortunately for the cause of justice, however, the indictment was not found until the 7th of November, 1851, and the money out of which Wood swindled Marvine was paid by the latter to Wood on November 7, 1848. Now, the statute relating to this crime required that an indictment should be found and filed in the court within three years after the commission of the offense. Now, in this case, if the day on which the offense was committed was included in the estimate of time three years had elapsed. Wood was not slow to see in this a chance of escape, and, consulting his counsel and afraid to be tried on the merits, he instructed his counsel to plead the *Statute of Limitations* on a motion to quash the indictment. The motion was argued before the then recorder, who, after reserving his decision for some time, wrote an opinion in which he granted the motion to quash, holding that the day on which the alleged offense was committed must be included in computing the time that had elapsed—*ergo*, that the indictment was found one day too late.

This decision of the recorder was reported in full at the time in the New York *Legal Observer*, (which see.)

Would an innocent man have avoided an investigation, as Wood did? No; he would have courted a full inquiry into the matter, so that he could be honorably discharged and all suspicions removed.

There were curious rumors afloat at the time as to the influence used with the recorder to secure a favorable decision for the accused, the facts in reference to which the reader may find in the publications of Jas. Ingraham and Mr. Herrick, herein before referred to.

Fernando Wood Defrauds a Bank.

Some time in the year 1836 Fernando Wood opened an account with the Merchants' Exchange bank of New York. His several deposits in this bank were small, varying from $93.88 to $349.42. His balance in the bank never exceeded $400 at any one time. In November, 1836, some months after he opened his bank account, a clerk in the bank, through a mistake, placed to Wood's credit a check on a bank in Albany for $1,750.62, which had been deposited by Mr. Charles Yates for collection. It was some years afterwards when the error was discovered by the bank. When discovered the cashier called on Wood, who denied owing the bank anything, but admitted that the check for $1,750.62 did not belong to him. Finally the matter was, by agreement, referred to D. A. Cushman, William McMurray and a Mr. Gilbert as arbitrators, who, after hearing the testimony offered by both parties, decided that Wood owed the bank the amount of the above-mentioned check, $1,750.62, with interest, making together $2,143.90.

The following is the testimony of the cashier of the bank, taken from the notes of William Inglis, who was Wood's counsel in the case:

I had a conversation with Mr. Wood, in which I told him an error had been discovered in his bank account which brought him in debt to the bank about $1,750.

He (Wood) said such an error could not exist, and that he could not be indebted to the bank in that sum. I said it occurred by passing to his credit a check on an Albany bank, which check belonged not to him, but to another person doing business with the bank.

He admitted that he had no such check for collection, but repeated that he owed the bank nothing. I then asked him for his bank-books and check-books. He said he had been informed of this. It appeared surprised at the statement of his overdrawing, and referred to his once having overdrawn his account with the bank, but when notified of the fact promptly made it good.

When good was a candidate for Congress, in 1840, he was charged with this transaction, and he got his counsel, William Inglis, to publish a statement of the case, in order, if possible, to remove the unfavorable impression made on the public mind in relation to it, and this counsel, no doubt, put as favorable a construction upon the matter as the circumstances would admit of.

Mr. Cushman, one of the referees, also published a card in relation to the subject, from which we submit some extracts:

It appeared in evidence before the referees that Mr. Wood kept a small account with the Merchants' Exchange bank, for some months in the year 1836, to March, 1839, and that his several deposits during that time varied from $93.88 to $349.42. That his account for November, 1836, the clerk, or bookkeeper of the bank, by mistake, posted to his credit a check on Albany for $1,750.62, which had been deposited by Mr. Charles Yates, for collection, and that before the error was discovered by the bank, Mr. Wood drew out his whole of that amount in small checks or drafts, varying from $5 to $67.50, which checks or drafts were produced in evidence before the referees, to the amount of the credits on the books of the bank, including the credit of $1,750.62, belonging to Mr. C. Yates.

It was proved before the referees that when the bank discovered the error in posting said check to Wood's account, which was more than two years after it occurred, the cashier of the bank called on Mr. Wood, stated to him the fact of the overdraft to the amount of the check in question, and requested permission to look into his bank-book. Mr. Wood replied that his bank-book had been burned up at a fire in Washington street. He admitted to the cashier that the check in question did not belong to him, but asserted that the mistake must have occurred in some other way, and that he owed the bank nothing.

The report of the two referees (the third not being present at the last meeting) was in favor of the bank to the amount of the erroneous credit of Mr. Yates' check, which, including interest, was $2,143.90.

Of course, whether his bank-book was burned or not, Wood was too cunning to exhibit to the referees, as it would have furnished corroborative proof of the fraud, for the bank-book would have shown that the bank had credited Wood with the check in question, and that he was cognizant of the error when such credit was first given, and that he knew he was defrauding the bank in drawing this money.

He Filches $50,000 from the City.

While Wood was Mayor of New York city, in 1857, his conduct was such as to seriously alarm the better class of citizens. He had at the head of the police force, frequently used it for unlawful purposes, and the promotion of his own selfish aims. The Legislature of 1857 deprived him of his power over the police by creating the "Metropolitan Police Department." Upon this he sent a message to the Common Council recommending the secession of the city from the State. He refused to give up the control of the old police force, which had been legislated out of office. Forthwith, he inaugurated a rebellion by violently resisting the lawful process of the courts, and with the aid of the old police, which he thought they might lose their places if they disobeyed his orders, he assaulted, maimed and beat off from the Mayor's office the officers of the courts when they attempted to serve a writ upon him, which, like a bloody riot at the City Hall, Wood and his adherents were put down by the bayonets of the 7th regiment, National Guard. He was then arrested on twenty-five indictments, charging him with riot, contempt of court, attempted murder, etc. Wood was arrested under an attachment issued by Judge Hoffman for contempt of court, but, by dint of h