LANSING STATE REPUBLICAN

HOSMER & KERR.

TUESDAY MORNING, APRIL 26, 1859.

THE PEOPLE vs. GEORGE W. PECK.

The trial of this case commenced on Tuesday last, and occupied until Thursday evening. A full report, made by the editor of this paper, will be found in this day's *Republican*. This report is impartial, and from, its various features of testimony, arguments, and charge, the reader may make up his own mind as to the facts.

In empanneling the jury, the defence had a magnificent advantage, it being a political case. Those among the jurymen who were Republicans answered promptly that they had formed or expressed opinions about the case, while the Locofocos who were called, to a man, persisted that they had not, while their neighbors stood ready to swear that in many cases, they had been publicly and repeatedly heard to declare such opinions. Thus it was that the jury was composed of nine *Locofocos* and three *Republicans*, of whom some of the former were unfit to sit upon any jury from partizan malice and bitterness, while others had better been off for other reasons, in a case involving discrimination, close attention and intelligence. With this exception the trial was fairly conducted on both sides, with the most remarkable ability, so far as counsel were concerned, and the utmost fairness and impartiality on the part of the Judge whose charge was a model of clearness and correct law.

It will be observed in reading the testimony which relates to the receipt given by Joseph C. Bailey to Mr. Peck, being that of the witnesses Bailey, Whitney and Wiswell, that the utmost minuteness of detail and particulars prevail, as if they all by a preconcerted purpose, were swearing to a line of facts; but when the usual cross examination was put to them, and their memory tested upon facts of even date, they knew nothing—they could not even swear whether the transaction which they were swearing about took place in the old Capitol or in the new brick building, although the State offices were not removed from the Capitol until a year and two months after the point of time, on which, upon another single topic, their recollection was fresh, viz: August 19th 1853. This circumstance, and their manner upon the stand, were the only ones which were observable, as taking from the weight of their testimony. Though nominally defeated, yet the prosecution really enjoyed a triumph in the verdict in favor of Mr. Peck. The record shows that he had twice presented the claim for $450 to the Board of State Auditors, in his own handwriting; that it had been twice allowed within three months, that both warrants had been receipted for by Mr. Peck, and that the sum had been twice paid out of the Treasury upon those warrants. It became the duty of Col. Jones, who was at that time Auditor General, to sue for, and recover the amount of four hundred and fifty dollars, and seven per cent. interest from August 18, 1853, of Mr. Peck. The counsel of Mr. Peck, in full court, before the jury admitted that the suit was properly brought, and the record traced the missing money to Mr. Peck, but their witness, Mr. Bailey, came to his relief, and swore that the money was offered to Mr. Peck, that he refused it, but that he [Bailey] kept it—that it never went back into the State Treasury where it belonged, but that it was in his, Bailey's, pocket. Peck and Bailey are men of equal prominence in the Locofoco party, and if the facts exculpate Mr. Peck, and inculpate Mr. Bailey, or if Mr. Bailey is willing to stand self-inculpated in order to shield Mr. Peck, it is certainly no affair of ours. The money was gone from the Treasury, it was the duty of Col. Jones to recover it—he traced it by the record into Mr. Peck's hands—it turned out to be in those of Mr. Bailey, and he has in the language of a prominent Locofoco, "*aimed at the Crow and shot the Hawk*;" it is much better than no shot at all.

INGHAM CIRCUIT COURT.

Mason, April 20, 1859,
8 o'clock P. M.

Present—Judge LAWRENCE.

The People *vs.* Geo. W. Peck.

For the People, Hon. Jacob M. Howard, Attorney General. Geo. I. Parsons, Esq., Prosecuting Attorney.

For Defence, Messrs. J. W. Longyear, and F. C. Whipple, and O. M. Barnes.

Messrs. P. R. Peck, C. C. Dodge, Calvin McCrary, S. W. Beverly, J. B. Dakin, were sworn as to competency to sit.

Messrs. Dodge and Peck were challenged peremptorily.

Horace May was challenged for cause.

James Doolittle was examined as to competency.

Jonah T. Kent was examined as to competency to sit.

William Hammond was examined as to his competency to sit.

Horace Wilkinson sworn and examined as to his competency to sit.

Challenges by Defence.

Charles Fox sworn as to competency.

Arnold Walker sworn as to competency.

John Lewis sworn as to competency.

Charles Fox and Horace Wilkman challenged peremptorily by defence.

Daniel L. Cady sworn as to competency to sit.

Daniel A. Hughes sworn as to competency.

Stillman Noyes sworn as to competency.

Mr. Reiff excused himself, having formed and expressed an opinion.

The following persons were then empannelled as a Jury:

Jonah T. Kent, William Hammond, Daniel A. Hughes, John Lewis, Samuel W. Beverly, John B. Dakin, Henry Asseltine, Stiliman Noyes, James Doolittle, Arnold Walker, Daniel L. Cady, and Calvin McCreery.

The Attorney General then opened the case by stating the formal cause of action.

The action, he said, was brought to recover $450, unlawfully received from the Treasury of the State. Mr. Peck, the defendant, being the contractor for the printing and binding of the State, and as such contractor, he bound 4,500 copies of the Session Law of 1853, for which he received the contract price, 10 cents per copy on May 18th, 1853, amounting to $450, and the next day, signed a receipt for the Auditor's warrant on the Treasurer for that amount.

Three months afterwards, on the 18th day of August, Mr. Peck presented a claim for $450 for binding session laws of 1853, being identical with the claim which was allowed in May 18th.—Both warrants were issued, both were paid at the Treasury, and both warrants were receipted for by Mr. Peck. It was, in short, double pay—pay twice over. Having had the money twice, the State has a right to recover.

Mr. Howard offered in evidence Mr. Peck's first account of $450, for binding, presented to the Board of State Auditors, May 18th, 1853.—Hand writing admitted, body and signature—also, his receipt for Auditor's warrant for $450, dated May 19th.

Whitney Jones sworn:—Witness was Auditor General of Michigan in 1856-7-8. Found the papers shown him, filed away as vouchers for warrant No. 14355. They belong to the Auditor General's Department. The first amount $450, 2d $111,65, $13250, total $663,10, dated 31st 1853, that being the settling day between the Auditor and Treasurer.

The warrant was then offered as evidence.—The first amount named in the warrant is the same and identical with the amount received by Mr. Peck on the 19th of May. The two are made identical by the file number.

Witness then proved the payment of Aug. 18, 1853 of the same item of account, viz: $450 for binding session laws, which proof is found in file No. 14,445, in the shape of a receipt for Auditor Generals warrant for binding 4,500 laws, at 10 cents, $450, dated Aug. 18; also, the endorsed allowance of the Board of State Auditors. This document is in defendant's handwriting, both body and signature.

The warrant of the Auditor, numbered 14,445 for $1,426 42, dated August 31, 1853, containing the second allowance of $450. This warrant was cancelled, having been paid. Defence admitted the identity of the sum in the warrant, with that cancelled by Mr. Pecks claim of $450 of August 18.

Theodore Hunter sworn: — Is Deputy State Treasurer, became so in Sept. 1855. Has Treasurers' book for 1853, proves it. The warrants of Auditor General, when paid, are charged in this. Proves payment of warrant for 694,10, Joseph C. Bailey was at that date State Treasurer. Under date of August 1853, $1,426 42 is charged as paid, identical with the Peck warrant. This entry is in J. C. Bailey's handwriting; no other similar account had that month; after payment, the warrants are cancelled with a hammer, and filed away in the vault, each month by itself.—Saw the warrant of May 31st '53 first in the vault where it belongs.

Record book of Board of State Auditors, was offered, proving two seperate and distinct allowances of $450 for binding session laws of 1853—one in August, the other in May. Defence admits that the two accounts are for the same binding, and that only 4,500 copies were bound.

Defence opened by Hon. Fred. C. Whipple. He admitted the law as stated by the Attorney General. It was also admitted that the allowance of $450 had been made twice, as had been clearly proved. The mistake arose owing to the fact that Mr. Peck's private books had not been balanced, and the entry was made not by Mr. Peck, who usually made the entries, but by Mr. Hedges, who is dead. Mr. Whipple said that the defence would rely upon showing, that the moment Mr. Peck discovered the error or double payment, that he at once made it known to Mr. Bailey, Deputy Treasurer, and gave a receipt for it. Mr. Whipple said that his business was to clear his client, for if anybody else about the Treasury was benefitted by the $450 it did not concern this suit.

Joseph C. Bailey sworn:—Was Deputy State Treasurer in 1853; Bernard C. Whitttemore was State Treasurer; remember of Mr. Peck's presenting accounts about August 1853. Identifies account No. 14445. He presented quite a number of allowances by the Board at that time, and among them was an account of $450 for binding session laws of 1853. Mr. Peck came in with his allowances into the Treasury, in all amounting to about $3,000, and I looked up the receipts which he had given for advances, got the amount, subtracted them, and Mr. Peck remarked that I had not so many receipts as he had the State credited for, into $450. We looked the receipts all over together, and Peck said there should be one of $450. I examined closely, but could find no such receipt. I then settled accounts with him, deducting $450 from his vouchers, over and above the amount of his receipts. I think he had his ledger then, but don't know that I examined it. Mr. Peck gave receipts and formal vouchers for the whole amount paid him, including the $450, which I did not pay him. Mr. Peck said the Treasury should have a receipt for $450 which was not there, and that is the reason that he gave me a receipt for $450, without getting the money. I gave Peck a receipt for his receipt explaining the transaction.

The practice in Treasury was to advance money from time to time, to State printers, clerks and others, and to take receipts, to be reckoned as money, to be taken up when the warrant was settled. E. H. Whitney was present at the above interview with Peck; O. C. Wiswell was Deputy Auditor General.

S. P. Mead sworn:—I was in the State *Journal* office nearly all the time while it was owned by Mr. Peck, from 1852 to 1856. He sold to me in Nov. 1856, his interest in the paper, books and accounts. Mr. Hedges was foreman in 1853, and Mr. Welch for a short time, and then I became foreman, in April 1854. The office was burned Oct. 18th, 1857. Mr. Peck kept his books of account with the State, in the printing office. Those books were burned with the office. I know of a receipt given to Mr. Peck by Mr. Bailey—it was formerly wafered upon the ledger at the top of the page opposite the State account for binding the session laws of 1853; cannot state the words from recollection, but I have a copy which I here produce. I know of no item of State binding of the same amount; know Bailey's signature—it was signed by J. C. Bailey First saw the receipt in the winter of 1853-4; the credit on the book in May was in C. A. Hedges' handwriting. Mr. Peck usually balanced the books whenever allowances were made. In this instance, the books were not balanced. Money on slip receipts was credited to the State by cash; the $450 was so credited, I think, but cannot state with certainty, for I do not recollect. The books were in my possession jointly with Mr. Peck, from April 1853, up to November 1854, after which, until they were burned they were in may exclusive control. The receipt was taken off the ledger by J. P. Thompson in 1856—don't know what for — it was afterwards pinned upon the ledger again. Mr. Thompson was the editor of the *Journal* at the time.

Cross examined—Went first to Lansing in 1848, was a printer in Munger's office; I afterwards worked in the same office with Ingals—all the while the paper was called the *Journal*. I am now in the *Journal* office, in the employ of Griswold, who owns it. I have been in the office for eleven years, with exception of a few months; Mr. Peck had control of the *Journal* office in 1853, and quitted it in 1854; I was a journeyman printer, and assistant foreman in 1853; Mr. Welch had charge of the books in the latter part of 1853; I had nothing to do with the books, in the Spring of 1853; Welch is dead; did not spend much time with the the books; never heard the receipt spoken of, but saw it early in the winter of 1853-4; I was foreman in 1854; did not become a joint proprietor until I bought out the office in Nov. 1856; did owe Mr. Peck for the office, but do not now owe him; I saw the receipt in 1853, in 1854 and 1856; Mr. Thompson and I looked on account of a letter received from Mr. Peck, stating that such a receipt existed. A copy of the receipt was published in the *Journal*. I don't remember whether the book was ever taken to the Auditor General's office. Produces copy of the *Journal* of Jan. 31, 1856, also Jan. 17, 1856, in the first of which a copy of the receipt was published.

Adjourned for dinner, one hour.

I first saw the receipt on Mr. Peck's book about December 1853; I read it at that time; I read it afterwards, but not until after 1855; did not mention the existence of the receipt to any person during 1853-54 or '55; no person mentioned it to me during those years. The receipt was there when I bought the office in 1859; I made an affidavit on this matter, before Mr. Cutler; the body of the affidavit is in the handwriting of C. J. Fox; Mr. Peck requested me to make the affidavit; I was called down to Cutler's office, Peck was there; attended Peck's meeting; don't know that I ever conversed with Bailey about the receipt; I have talked with Mr. Peck about the receipt; never talked with him previous to January 1856; never saw any other receipt pasted to the day-book; Peck wrote that he tho't there must be something in the book, explaining the $450. Have heard Peck say to others that he put the receipt in the ledger. Mr. Peck had the ledger at the public meeting.

Re-examined:—Cannot tell when Mr. Peck came home from Washington, but think it was near the middle of the month of February.

By Mr. Howard—Don't recollect handing the ledger to Mr. Thompson to take to Col. Jones. The receipt was wafered upon page 224.

J. C. Bailey's examination continued: — Mr. Thompson brought the receipt to my office; I then examined it; it was about the time the first article in the *Republican* was published. Proves the extract made in Feb. 1826; made the affidavit in my building in Lansing. Geo. W. Peck, J. W. Longyear, and E. H. Whitney were present. In August, when I gave the receipt to Peck, he said he had $450 which he had not been charged with — I said I was glad of it, for our cash account was short. Don't know whether Wiswell was present. Don't know whether Peck had presented any other accounts in the month of August.

J. C. Bailey cross examined—by Mr. Howard. My cash was short August 18, 1853, and I so told Mr. Peck. Proves cash book. Can't tell whether cash was short on that day by looking at this book—looking at another book I find the cash not short, but over $276 94. The receipt was counted as so much money on hand, but no money was paid to Mr. Peck upon it.

By the Court—Although the money had in fact been paid, it would not have appeared upon the cash book.

I cannot designate the allowances brought to me by Mr. Peck on the 18th of August; I looked in the safe for a slip receipt for $450; found no such receipt there, but looked nowhere else; If I had looked at the book, and then at the files, I should have found the payment, but I did not look. It appears that it is a misentry in the books, as the State had credit for the money twice, in my own handwriting. Never had another case of the kind. Never called the attention of Mr. Peck to the fact that both binding bills were in his own handwriting. The nine vouchers were all paid to Mr. Peck, and I paid them all except the $450; I settled the Treasury account with Holmes; I never explained the matter to Mr. Whittemore, nor ever paid any money to him; I turned over the Treasury to Mr. Holmes on the basis of these books; I suppose I received the benefit of the $450; I had the money, if anybody had; I have offered to pay it, conditionally; I told Mr. Leach that I presumed I had the benefit of the money, and that I would pay the money if Mr. Peck was willing; Mr. Peck was not willing, but wished a legal investigation. He preferred that the State should bring suit; I saw the receipt first, when the Lansing *Republican* article against Mr. Peck appeared, or a day or two previous when it was understood that such an article was to appear; I did not show the book with receipt attached to Col. Jones, because Mr. Thompson said he had shown it to Jones; don't think I told Col. Jones that I would pay the money if Peck would not. Col. Jones sent his Deputy to me to demand the money, and I declined to pay it; I don't know why I did not tell Col. Jones about the receipt.

Re-examined by Mr. Whipple—I cannot explain more fully how the double charge took place. When Mr. Peck came with his vouchers, I figured them up, and then Mr. Peck said he had $450, which did not appear. I supposed this was a slip receipt, and took no further trouble about it. It was not a slip receipt. I first discovered the error in January 1856. I did not examine myself, but others did. I never spoke to Mr. Peck about it until after his return from Washington.

By Mr. Howard—The endorsement upon the allowance is in Mr. Peck's hand writing. If I had looked for the paper showing the payment of the $450 in August, I could have found it in two minutes. Mr. Peck came home from Washington in February 1856.

Edwin H. Whitney sworn—I was a Clerk in the State Treasurers' Office in 1853. I remember that Mr. Peck came to the office with his vouchers as allowed by the Board of State Auditors in August 1853. He had a balance struck between his receipts for advances, in order to show what he claimed from the Treasury. Mr. Bailey footed up the total amount of the vouchers, then went in search of the advance receipts of Mr. Peck in the vault, and took the amount from the allowances, and found a difference of $450 between his footings and those of Mr. Peck. Mr. Peck then went to his office, and brought his book, and exhibited the credit entry of $450 on his book. I assisted Mr. Bailey to search for a slip or advance receipt to correspond, but could not find it. Can't tell the date of credit for $450, on Peck's book. The account was adjusted in accordance with Mr. Peck's figures, and a voucher for the amount was given by Mr. Peck. Mr. Bailey remarked that he would like to find about $450, for his account was short. Bailey told me that I must have paid Peck the money, and forgot to take a receipt, but Peck insisted that Bailey paid the money to Peck, in person. An explanatory receipt was then given, by Bailey as Dep. Treasurer, in case the first receipt should ever be found.—The next I saw of that receipt, was in Mr. Longyear's office, at the time I made the affidavit which was published. Don't recollect that Mr. Peck drew any other money in the month of August 1853. Wiswell, the Dep. Aud. General, stood at his desk during the whole interview above stated, about six or eight feet from where we stood. The reason no money was paid, when the receipt was given by Peck, was to make the books straight.

Cross-examined by Mr. Howard—It is my impression that our cash was short in August.—Proves the cash book. This book shows a discrepancy at August 19th and at another date in August, not given—there is *a surplus* of $276 96. From August 1853, I was in the Treasury till March 1854, and in the State Land Office from that time till April 1857. I saw the receipt signed, heard it read by Bailey, and saw it delivered to Mr. Peck. I never saw it again 'till I made my affidavit. I have conversed with Col. Jones, but I forgot about the receipt, until it was shown to me at Longyear's office, in February 1856. Can't tell all with whom I talked. I forgot about the receipt, until I saw it. I can't state whether Peck's book was at Longyear's office. The subject being talked of in the streets, recalled the matter of the receipt to my mind. I recollect Mr. Leach's article of Jan. 15, in the Lansing *Republican*. I did not then call to mind the receipt. Don't recollect that Col. Jones ever asked me to go and see Bailey. We used Arnold's writing fluid altogether in 1853, it was used exclusively. It is blue when first put on, but turns black in a week or less, according to the paper. Recollects when Mr. Peck returned from Washington. He requested me to go to Longyear's office, and make the affidavit which I swore to. The receipt was in Peck's hand when I saw it at Longyear's office.

Oliver C. Wiswell sworn—I was Dep. Aud. General in 1853. I was present when Peck settled with the Treasurer, in August 1853. Mr. Peck came in about 10 or 11 o'clock A. M. with a lot of vouchers, to settle with the Treasury, and take up his receipts for advances. Mr. Bailey went to the safe] and hunted up his advance receipts. Mr. Peck said, on Bailey's naming the amount, are you sure you are right—I have got you credited for $450 more than the amount you name. They then searched again, and Mr. Peck then went to his office, and brought his Ledger. Mr. Peck then settled, and allowed Bailey $450 more than Bailey claimed, and told Mr. Bailey that his (Peck's) books showed it. Mr. Bailey gave Peck a paper to guard against a future payment, but I did not hear or see the contents. Never saw that receipt.

Cross-examined by Mr. Howard—I was in Detroit in the winter of 1856. I received a letter from Mr. Peck in February, 1856, asking me "for God's sake if he had any friends to have them come out and vindicate him." I went to John H. Harmon with the letter, and he answered it. I have the letter at home. I did not exhibit the vouchers in my possession, showing the payment of $450, which I might have done, because it was not with my department that Mr. Peck was settling; I had the book on my desk, and could have shown the very payment, in a moment.

Re-examined by Mr. Whipple—I never made any scrutiny of allowances of Board of State Auditors. I had no knowledge that the amount of $450 had been embraced in another previous warrant. Mr. Bailey got out his slip receipts for money advanced, but could not find the allowance of $450. I do not recollect that Peck stated what the $450 was for. I cannot tell why I drew a warrant for the sum on Aug. 31st inclusive in the allowances, except that I forgot the occurrence between the 18th and 31st of Aug.

Jon. P. Thompson sworn—I was formerly assistant editor of the Lansing *Journal*, from the spring of 1854. I become editor in the summer of 1854. I have seen the receipt for $450 in evidence. I first saw it in January 1856. It was wafered upon Peck's ledger, at the pages containing his account with the State. It was in Bailey's hand-writing. It read as has been shown in evidence. I looked over the ledger account. $450 for binding session laws of 1853 was charged, and the same amount credited to the State. The account was continued down the page. The credit was not in Peck's handwriting, nor in Mr. Mead's. I took the receipt from the book, for the general purpose of exhibiting it to his friends. I discovered the receipt just a day or two before the *Republican's* article on Peck appeared. I showed the receipt to different citizens of the village. I think I took the book up and showed it to Col. Jones. I replaced the receipt again on the ledger. There was no other $450 charge. The receipt was wafered on page 225.

Cross-examined by Mr. Howard—I never had any interest in the *Journal* office. I identify this newspaper showed to me, as the *Republican*, containing the attack upon Mr. Peck. Rumor gave out that an article against Mr. Peck was to appear. I got a proof of the article in advance and sent it to Mr. Peck at Washington. I found the receipt in the ledger, by looking for it.—Mead and I were looking through the book.—Mead said he had seen that receipt before, but had never understood the effect of it. I requested Mr. Leach to suspend the publication of the article. I am quite confident that I exhibited the book and receipt to Mr. Leach. I was at that time editor of the State *Journal*, and the editorial referred to is mine. I did not then publish the receipt. I called upon Col. Jones with the book and receipt. I detached the receipt on the day I discovered it. Don't recollect whether I showed the receipt to Col. Jones—I showed the receipt to quite a number of persons—to H. H. Smith, D. L. Case, Merrifield and Fox. I identify the letters handed to me as written by Mr. Peck. The two letters are distinct; and never were the same; I think I showed this letter to Col. Jones—Don't recollect how long Col. Jones kept the letter. Don't know who returned it to me. Don't know where the balance of the letter it. I sent these letters back to Mr. Peck, within a months. Don't know why I erased a part of the letter. I showed Col. Jones the book, after I discovered the receipt.

Adjourned one hour for tea.

Evening—Thompson resumed.—I found the receipt a day or two before the appearance of Mr. Leach's first article. My impression is that Mr. Peck wrote me to look through the books, and something would be found. I cannot tell when I showed the book to Col. Jones, but it was before Mr. Leach's article appeared, and I requested that the article should be postponed. My impression is that the receipt was in the book when I showed it to Col. Jones. The receipt looked clean, it had a pressed appearance, and was on white paper. I found credits on the book of Aug. 18. I have no positive recollection about the credit items. Do not recollect the color of the ink in which the receipt was written. There were two or three wafers—part left on the book, and a part on the receipt. I published ehe receipt in the *Journal*, on Jan. 31, 1856. Mr. Peck wrote that the receipt should have published—so I published it. I carried a letter from Peck to Col. Jones and handed it to him—it was dated January 1st. I cannot state what has become of the balance of that letter. The missing part of the letter of letter of Mr. Peck, made no reference to Mead—said nothing about him. I found a charge and credit on the ledger for binding statutes $450.—Can't tell what page it was on, except from the testimony of others.

Re-examined by Mr. Whipple—Don't know whether Col. Jones returned the letter entire.—My recollection is that the fourth page was about other matters—Don't recollect of the credit of $450 was the same date with the receipt. The books were settled some time in August. Did not exhibit the letters to Col. Jones by Mr. Peck's direction.

J. W. Longyear sworn—I find no entry in favor of Mr. Peck in record of Board of State Auditors, from May 18 to August 18, and none between that date to Dec. 21—there is only one allowance of the date of Aug. 18 of the amount of $450. I saw the receipt in February 1856—it was not then wafered to the book.

Cross-examined—Mr. Peck requested me to draw the affidavits. Mr. Whitney was not sworn the day the affidavit was drawn.

Col. Jones—by Mr. Whipple—If the same individual had allowances from different funds, there would be separate warrants. The items on the book presented are all chargeable to the General Fund.

Defence rest.

Col. Whitney Jones examined by the People.—I saw the ledger of Mr. Peck in my room at the Auditor General's Office before the 15th of January 1856. It was brought to me by Mr. Merrified, with Mr. Peck's letter to Mr. Thompson, by request of Mr. Thompson, who called next morning—I examined the ledger and found no receipt in the book. I should have seen it if there. If I had seen the receipt I should thought no more of the matter—I saw no wafer marks on the page of the ledger. The conversation between me and Thompson, the next morning, never could have taken place, if the receipt had been there. There was an understanding that the article against Peck should be postponed.—Thompson and I examined Peck's book together The first voucher was entered on the 182d page, left hand at the top, on date of May 7th, in the hand writing of C. A. Hedges—$450 for binding session laws; on the opposite side was a credit for cash to balance. There was one voucher which I could not find at all. Two vouchers were charged in Hedges' handwriting, the rest were in Peck's handwriting. I found all the items allowed, except one of $6,50—it was treated as a settled account. The charge $450 was not included in the footings of the 182d page, the other items were carried to page 224-225—The credits were in detail—I was shown the receipts some two or three weeks after the first interview—My recollection is that Mr. Thompson brought the receipt to me—It had the appearance of having been very lately written. It was folded close and snug. I said when they talked of having found the receipt in the book, that they must have forgotten that I had seen the book. I went immediately to compare the ink on the receipt, with entries of even date on the Treasurer's books. It was not the same. That which was on the book was the blackest. The receipt had not the appearance of age. I never saw the receipt again.

Cross-examined by Mr. Whipple—The first item on page 182 was the charge for the binding session laws of 1853. I think I *know* that it was not carried to page 224. The balance sheets were there. I never examined the book except once. Mr. Peck made several statements after his return, which did not coincide with my recollection. I have not been extraordinary in my exertions in this case. I had no hostile feelings against Mr. Peck, up to the time of the prosecution, and was not influenced by hostile feeling, and was influenced by no such feeling. I advised the Attorney General to commence the suit before Mr. Peck's office was burned, and as soon as Mr. Bailey refused to pay the $450.

Re-examined by Mr. Howard—I cannot recollect exactly when I called your attention to this case. I had a conversation with Mr. Bailey before the burning of Peck's building. I recommended bringing suit, so soon as Bailey refused to pay the $450 in the spring of 1856. Have had no quarrel with Mr. Peck on this subject. Up to the time of the examination of the books of Mr. Peck, I supposed he had received the money by mistake. As soon as I saw the books I changed my mind, owing to the manner in which the entries were carried, from page 182 to page 224.

Stephen D. Bingham sworn—I am a book-keeper in the Auditor General's Office, and have been since January, 1855. I saw the receipt in the *Journal* office, where I went at Mr. Thompson's request, about the last of January, 1856. It was wafered upon page 224 of Mr. Peck's ledger. I saw no wafer marks on either page. I examined the receipt very particularly. My attention was closely drawn to the receipt. It was written in Arnold's writing fluid, not yet turned black. It was a bluish green. It will turn black, in a month or six weeks. I have used this ink four and a half years. The paper was looking fresh and clean. I never saw any Arnold's fluid that will not grow jet black, in three months.

Cross-examined by Mr. Whipple—Never saw the receipt except at a distance. The examination took place some time after the charges were made. The examination was made by day-light. I copied the vouchers—saw no pin-holes in the paper. Should have seen them, if there had been any. All this was before the return of Mr. Peck from Washington.

8 o'clock Thursday Morning, April 21, 1859.

J. C. Bailey recalled—I was Dep. Treasurer during the whole of 1853, and spent my time in office. Auditor's office in same room. We used Arnold's writing fluid. Used no other kind except to try a sample sent from Detroit. No other ink went upon the books, except Arnold's fluid; no other was used for business purposes. I think I saw the receipt in my office, on the day or the day before the article against Mr. Peck appeared on the 15th Jan. 1856. I don't know how or in what manner, the receipt was attached to the book. I never saw the ledger before that day, nor since. Saw no marks on the page, showing that a paper had been detatched. I wrote the receipt on the day upon which it bears date, Aug. 19, 1853. I made no entry of the settlement of Mr. Peck upon any book in the office. I kept no memorandum except the voucher. I never looked at the books to see what transactions took place in the office on that day—never sent any one to ascertain what took place in the office on that day. Shown the cash-book. Has no recollection of any particular transaction.—Had no conversation about the receipt until it was brought to my office, with any person, except Mr. Merrifield, who told me about two vouchers, but I did not fully understand it, till Thompson brought the book and receipt. I never had any correspondence about this matter—never wrote or received any letter about it. I presume I had the benefit of the money. I had the principal charge of the office, and made it my business to keep it good. I had settlements with Mr. Peck, as often as the Board allowed his accounts. I made advances to Peck upon work in hand, almost every Saturday night. The receipt was never spoken of between us, at any of these interviews. I never saw the ledger of Mr. Peck, until Jan. 1856.

Re-examined by Mr. Whipple—I presume the receipt was written with Arnold's fluid. I never thought of the receipt from the time it was given, until January 1859. I did not know of the voucher of May 18, 1853. The reason why I say that I had the benefit of the $450, is that the money was twice allowed, and only once paid—the office thus received the $450, and I had charge of the office, and made up deficiencies, and received what was over, and nobody shared with me.

I cannot fix dates in my mind except by reference to writing. I think we moved the new offices in the summer of 1853—it might have been in October 1854. I cannot tell whether the receipt was given in the new office, or in the old. I cannot recollect that Mr. Peck went and got his book. He had the book there. I do not recollect looking for the slip receipts more than once.

Re-examined by Mr. Whipple.—These receipts were frequently brought to the office, by Mr. Hedges, the foreman.

J. P. Thompson re-examined—I produce here a letter to me from Mr. Peck, dated Jan. 1856. I had written to Mr. Peck half a dozen times during the month of January. I sent him a proof of the *Republican* article, a week before it was published. I also sent him a copy of the *Republican*. I sent him a copy of the receipt pretty soon after it was found. I sent it before Jan. 22d—Mr. Peck refers to the receipt, in his letter of Jan. 21, addressed to E. R. Merrifield. I knew of no telegraph despatch, except that Merrifield told me he telegraphed. I did not write to Harmon. Merrifield might have written to him—Don't know. There is an erasure in this letter of Jan. 1, which I made myself—I cannot tell why. I cannot make out all the words erased—I can make out most of it. It looks like this, "I think you did right in going to Leach." A part of this letter is gone—the letter is unfinished and had no signature. I think I showed Peck's letter to Col. Jones. I now read Mr. Peck's letter to me of date Jan. 5, 1859. On the receipt of this letter, I made a strict search, and found the receipt. I now read the letter of Mr. Peck to E. R. Merrifield, in which he complains that the *Journal* had not published the receipt. This letter was received about 28th or 29 of Jan. 1856. I cannot tell what letter I referred to in the editorial article of the *Journal* of Jan. 31. I now read Peck's letter to Merrifield, of Jan. 21, 1856. In this letter, Mr. Peck recollects the receipt of Bailey, and that it was pinned or pasted into the ledger. I hold in my hand the Lansing *Journal*, of Jan 31, 1856, with my own editorial. I cannot tell why I used the language of that article. Whitney told me that if they had looked in the proper place, they would have found the second voucher. Nobody supposed that the $450 account had been twice audited. Everybody supposed there was a slip-receipt, and one allowance by the Board of State Auditors. I thought it best not to publish the receipt until Mr. *Peck* got home. I recollect Mr. Bingham being at my office. It was about 5 o'clock *P. M.* I found him the receipt. It was on the right hand side of the book and page. Saw nothing peculiar about the ink. Bingham was in the office half or three quarters of an hour. He looked at the receipt only a short time. I made the copy of the receipt from which it was put in type.

Theodore Hunter re-called—I am acquainted with Arnold's writing fluid. I have used it three and a half years. It is bluish-green, when first put on the paper. It begins to change within a day or two, and after some weeks it becomes perfectly black—say in four weeks. I should not expect to see the bluish-green tinge, after a paper had been written two years and seven months—such a thing could not exist. I see no tinge of blue or green, on the page here shown to me.

Cross examined by Mr. Whipple—Cannot tell, merely by inspection, whether writing is in Arnold's fluid or not.

W. H. Pinckney sworn—I have used Arnold's fluid more than three years. At first it is a greenish, bluish tint. It turns black in three or four weeks. A document written in this fluid, after three years, would be jet black, and there would be no trace of either blue or green.

Cross examined by Mr. Whipple—Have used the ink on the books of the Board of State Auditors; I could not tell Arnold's from Harrison's ink, on the page.

A. R. L. Covert sworn:—I have used Arnold's fluid two years; at first it is of a greenish, bluish tinge; a document written two years and a half would not exhibit the blue or green; it would be jet black. Harrison's ink becomes black sooner than Arnold's.

S. P. Mead recalled by Defence: — I stated yesterday, that the receipt was on the right hand page—I now state that it was on the left corner of the left hand page; it did not look as if it had been recently written; I saw the receipt a dozen or fifteen times after the talk about double pay; don't know what kind of ink Mr. Peck used; have talked with Mr. Thompson about this matter of the position of the receipt since yesterday; Mr. Peck had some customers; the book containing the receipt was in daily use; all the job, advertising, and other accounts are in that book, except the News subscribers accounts. I settled with customers upon that book, posted it, and drew off accounts from it in 1854 and 1855. After I found out what the paper was for, I knew it was there; can't tell when Thompson and I found the paper. The book was not out of my possession, up to the finding of the receipt; I recollect that S. D. Bingham was in the office and looked at the receipt. I think it was pinned to the book.

E. H. Whitney recalled by Defence:—Bailey gave the receipt to Peck in the old office; saw nothing particular in the ink.

Cross examined.—Mr. Bailey read the receipt after having written it, and delivered it to to Mr. Peck; I stood close by Mr. Bailey's side; don't recollect who I first told about the receipt; I never mentioned the matter until after the *Republican* article, and I did not then recollect the receipt. I did not call to mind the receipt until Mr. Peck wrote about it; can't tell who first asked me about it; I did not read Mr. Peck's letters; I never saw them until now; I called to mind the receipt before I saw the copy published; I did not mention the receipt to Mr. Treadwell until after it appeared in my affidavit; I cannot swear that I told any body about the receipt until Peck's return; I had a conversation with Col. Jones after I made my affidavit.

Here the testimony closed on both sides, and the opening argument was made by Hon. JACOB M. HOWARD, Attorney General.

This is an action brought to recover $450 from Mr. Peck, for a double payment, received Aug. 19, 1853. It is totally immaterial how the defendant got the money, whether by artifice, or by mistake, a recovery by the State must be had in either. It is not necessary to charge Mr. Peck with a fraudulent intent. It is enough to show that it was a mistake. The only question is, did Mr. Peck twice receive the money? The leading facts are as follows.

On the 7th day of May 1853, Mr. Peck made out a bill for binding the laws of 1853, amounting to $450. He took this bill to the Deputy Secretary of State, and procured his certificate of the doing of the work to be endorsed upon the bill. He then, on the 18th day of May, presented this bill and certificate to the Board of State Auditors, and they allowed the claim.—The next day, May 19, Mr. Peck received the money upon this allowance, and gives his receipt to the State Treasurer. There is no pretence that this was an advance from the Treasury to Mr. Peck—such a thing was talked about, but there is not a word of evidence to support it. Mr. Peck knew that it was not a slip receipt for money advanced—but that it was a payment.

At the end of three months, on the 18th of August, Mr. Peck presents a claim in the very same words to Mr. Gibson, Deputy Secretary of State, and obtains his certificate that the binding had been done. Mr. Peck then presented his bill with the certificate, to the Board of State Auditors on the same day, the Board allowed him the claim of $450, a second time. On the same day Mr. Peck signed a receipt for a warrant covering this same second allowance. At this time there were eight other accounts of Mr. Peck in his own handwriting, allowed by the Board. He received his pay a second time, on the 18th of August. On the 31st, the Treasurer, in his usual course of business, obtained a warrant for *the full amount* allowed to Mr. Peck—no deduction of $450 admitted to have been twice paid. Mr. Bailey is under no alarm about this second payment. His own books show the payment. The face of the record shows that Mr. Peck got the $450 twice. The record itself shows this—the defence admit this fact, and it is incontrovertible. It is needless to dwell upon the evidence of the defence, in the opening. In order to overcome the record made by Mr. Bailey himself, the defence bring him to convict himself of a false, deceptive, and unlawful entry, made by him as Deputy Treasurer of the State. Mr. Bailey made no effort to correct this error. It was his duty to have at once proceeded to reclaim the money by demand, and suit if necessary. If Mr. Bailey had gone to the pigeon-hole within his arms length, he would have found the substantial receipt, showing the allowance of the same claim, on May 18th, 1853. He took no pains at all in the matter.

Adjourned for dinner.

J. W. LONGYEAR, Esq., opened for the defence at 1 o'clock 20m, P. M.

The Attorney General has spent three quarters of an hour, in arguing to you what is not denied by the defence. The object in pursuing that course is to magnify unimportant circumstances, in order to cover up the real features of the case. A *prima facie* case is made out against Mr. Peck, but that case is inconclusive, and susceptible of being explained away. How far the defence have explaired those facts away, is for the Jury to say. All the defence's evidence in the case, is either to explain away the prima facia case, or to rebut that explanation. In order that the Jury may perform their duty, it is needful that the testimony should be summed up before you. The appearance of a claim against Mr. Peck, is the consequence of a mistake. If the state of facts had been as Bailey and Peck supposed, on the 18th of August 1843, there would have been no apparent claim against Mr. Peck. A claim against the State, is obliged by law, to take a specific course:

1st. Presentation — duly authorized to the Boad.

2d. To take the allowance to the Auditor General, and demand a warrant.

3d. Take the Auditor's warrant to the Treasury and demand the money.

Convenience does away this 2d step, and the allowance is taken to the Treasurer, and the money is paid upon that, and the allowance is reckoned as money. In other cases, advances are made, and slip receipts given. This course is taken by the Treasurer on his own responsibility. But the slip receipt is not a voucher. The binding of the laws was completed, and the charge made May 7th 1853. The account was allowed May 18th. But suppose that account had not been allowed until August 18th, and Mr. Peck had drawn the money by way of advance—then, upon that supposition, Mr. Peck would have then received his money upon a voucher and allowance, according to law. Then the slip receipts are produced, and a settlement would have been made upon them, and among those slip receipts would have been one for $450. Then there would have been only one allowance. This course was that which Bailey supposed had been pursued. If they had been right in their suppositions, Peck would not have received any money — he did not receive any money as it was, and this is the only question. He had received it in May—if he received it also in August, he should pay it back. The side issues are for effect upon this case.

It is a hard case to say that men whose word is taken in the street, have perjured themselves in this case. The circumstances are too slight to effect so grave a purpose. Mr. Longyear said he had no great respect for politics or politicians, as such, and thought that politics should not be brought to bear upon the standing of citizens.

Men do not write fraud upon the walls, nor print it upon banners—and no man would attempt the fraud of a double allowance upon the same book—the two being only three or four pages apart. The receipt may have been signed a day previous to the allowance. Mr. Howard, in his opening, said that the double allowance appearing, it was the duty of the Auditor General to prosecute, and so it was, but the question is, why did they wait two years before they did prosecute. If it is not the duty of the Attorney General to prosecute, what is here for, to put the enormous sum of $450 in the State Treasury? Where does he get his pay for his services?

Mr. Whipple closed for the defence at 2 o'clock P. M.

He said that Geo. W. Peck had been an acquaintance and friend for more than 18 years, and therefore Mr. Peck had asked him to come and defend him, and so he came. He entered into some general remarks highly complimentary to Mr. Peck, and spoke with much feeling.—He said that political strife is more bitter now than ever. The rod of detraction is raised over the head of every man of eminence.

There are facts here upon the record, which makes it necessary that there should be a legal investigation. The Attorney General has stated most correctly the real issue—I accept it—it is, did Geo. W. Peck receive the sum of $450 twice for binding the Statutes of 1853? He had the money in May 1583. The account is in his hand writing, but he may not have received it himself, but that is not proof conclusive that he received the money in person. He often sent his foreman to receive the money. He may have done so in this instance. The inference to my mind is, that it was so in this instance.

Mr. Peck had his pay, I admit, on the 18th of May, and also on the 18th day of August. Mr. *Peck* presented the same account, but mind ye, Mr. Hedges, between the two dates, was in his grave. But is it at all remarkable that a man in so large business, and burdened with a great deal of work, should forget in three months, the presentation and allowance of an account of $450. If Mr. Hedges had balanced this account, it wo'ld have avoided a great deal of trouble, in court and out of court. Mr. *Peck* has had this money but once. Geo. W. *Peck* is incapable of taking a dollar unlawfully from man or State, but the evicence must determine that fact.

If you believe the testimony of three disinterested witnesses, you must acquaint the defendant of any design to take the money twice. Mr. Bailey is unimpeached; Mr. Whitney is unimpeached, and so is Mr. Wiswell.

Mr. Peck is a man of susceptible nature. He is the most sensitive man I ever knew, and such a man has no business to be a politician. A politician has no business with a heart — he should have only a dried up gizzard. His letters show the man. If you could read them, which you cannot, for they are all quail-tracks, you would read the man. I do not deny that there is $450 due the State. *Mr. Bailey* admits he has the money. Col. Jones, with great pomp, sends his Deputy to demand the money of Bailey, who said that he would pay the money if *Mr. Peck* would consent. Bailey took the second voucher but did not know the existence of the first voucher. If *Mr. Peck* wished to take four hundred and fifty dollars twice, why did he not take the money from the Deputy Treasurer on the 19th of August, when it was offered to him?

It is a strong point against the prosecution that they did not commence the action sooner. *Mr. Peck* strongly desired a prosecution, in order to clear his own character, and that was the reason that he refused to allow *Mr.* Bailey to pay over the money.

The ink upon the receipt] looked green to Auditor General Jones, and green to young Bingham — I think the green was in their eyes, and not in the ink.

It is a great inconvenience to go to trial without the presence of *Mr. Peck*, but he is sick and cannot be here." And now I solemnly ask you to say upon your oaths, did George W. *Peck* receive that four hundred and fifty dollars twice? I expect therefore a verdict from you, from the defendant.

Hon. Jacob *M.* Howard, commenced his closing argument at 3 1-4 o'clock.

The real and only important question is, did *Mr. Peck* receive the sum of four-hundred and fifty dollars twice. The whole subject depends upon the amount of credit which you will give