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BOOK OF

LEGAL

DICTATION

COMPILED FROM ACTUAL WORK, FOR THE USE OF TEACHERS
AND STUDENTS OF SHORTHAND

✓
By CHARLES CURRIER BEALE



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INTRODUCTORY.

For many years we have found, on the part of teachers and students of shorthand, a general demand for a suitable book of dictation for practice in court-reporting. No such book has been prepared, up to the present time, and it has been found expensive and inconvenient to obtain printed official reports of cases, and to secure the needful variety of matter. We are content to let this book speak for itself, and can only hope for it the same measure of success which has greeted our effort to furnish suitable books of business dictation. Our aim is to be helpful toward the great goal of stenographic success, and if this book shall do its share toward lightening the labor of teacher and student, it will please

THE COMPILER.

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AFTERNOON SESSION.

TESTIMONY OF JOHN H. CROSS.

Q. [By the Chairman.] Your residence? A. 625 Ferry St., Boston.

Q. What is your age? A. Forty-one.

Q. You were the builder of this bridge? A. A portion of it.

Q. Please describe as fully as you can, your whole connection with it, in your own words? A. It is so long ago that I don't know whether I can remember all that you would like to hear, but the contract required me to build a truss to be placed upon the east side of the bridge, and I was to furnish the floor system. That was done in the spring or early summer of 1876.

Q. Go on and describe more in detail what you did. Were you in business for yourself, or were you representing a company? A. I was in business for myself.

Q. How about the Cosmopolitan Company? A. It was my intention at that time to organize a bridge company, and I commenced under that name by myself, until such time as the organization should be made, which was never consummated.

Q. Go on and tell us about the bridge; where the work was done, how it was done, the character of the bridge, the nature of its construction, etc. Perhaps you had better begin, and state, in the first place, your experience as a builder. A. My first experience in building iron bridges was with the Detroit Bridge & Iron Works, Detroit, Michigan.

Q. [By Mr. O'Brien.] What year? A. I think it was 1863; and my experience has been from then until—I am not sure this bridge wasn't the last that I built. Since then I have acted occasionally as consulting engineer.

Q. [By the Chairman.] Did you have a scientific education? A. Yes, sir; at the Lawrence Scientific School, at Cambridge.

Q. Full course? A. No, sir; partial.

Q. What was your course then? A. I was there one year only.

Q. What year was that? A. I am not sure, but I think it was in 1862—63. From there I went to St. Louis.

Q. How long were you with the St. Louis Bridge & Iron Company? A. Well, I don't recollect; but several years.

Q. What were you doing there? A. I designed their bridges, proportioned them, and I made some portions of the drawings.

Q. Did you do that all the time you were there? A. Yes, sir.

Q. Do you remember any bridges that you designed at that time? A. Well, there was one drawbridge across the Mississippi River, where the C. B. & Q. Railroad crosses,—Clinton on one side and Fulton on the other.

Q. How long did that stand? A. It is standing now, I suppose. That was at that time the longest drawbridge, I think, in the world. Some have been built longer since. There were a great many bridges on the Illinois Central and the C. B. & Q., and other roads through the Western States.

Q. Did you build any bridges in Massachusetts, when you were with the St. Louis Bridge & Iron Works? A. No, sir.

Q. Then you left the St. Louis Bridge & Iron Works at what time? A. I don't recollect the date.

Q. You were there about three years, you say? A. I said several; but I don't recollect just how many it was; I could not tell even approximately.

Q. What did you do after you left there? A. My impression is that after I left there I went South for one winter, and then returned

North, and afterwards was employed by the Stoddard Iron Building Works for some time, and after that by the Massachusetts Iron Company.

Q. How long with each? A. I could not tell from recollection.

Q. In what capacity were you with those two companies?
A. As engineer.

Q. Then what did you do? A. Then, after that I had built some work on my own account; at least, until this bridge was constructed.

Q. You mean that you built bridges on your own account?
A. Yes, sir.

Q. Were any those in Massachusetts? A. I think not; I don't recollect one in Massachusetts.

Q. How many do you think you built before you built this one?
A. I could not tell. My business was building bridges and roofs, which were of a similar nature.

Q. Do you think you built half a dozen or a dozen bridges? A. Well, I should not think it was over half a dozen.

Q. Was it as many as half a dozen? A. I think there must have been somewhere in that neighborhood.

Q. Now, coming down to this bridge, give us as full a description of that as you can; where you had the work done, how it was done, and the design of the bridge and the method of construction?

A. The main ties, the main tension ties of the bridge, were furnished by the Ætna Iron Works. The balance of the material of the bridge was furnished by, and the work done in, the shops of the Newark Iron Company.

Q. Why was part of it made in one place and part in another?
A. The main tension bars—

Q. Is that the lower chord? A. The lower chord constitutes a part of it.

Q. What do constitute the tension bars? A. The lower chord and the main ties; not only of the main truss of the bridge, but of the trusses of the floor beams and the stringers or stringer truss.

Q. Those were made at the Ætna Iron Works? A. Yes, sir.

Q. Where are they? A. Ætnaville, Pa. Those eyes are forged by a hydraulic press.

Q. What was the reason that you got them made there? A. The Newark Iron Works have no facilities for doing the work.

Q. And you sent those to the Ætna Iron Works for that purpose,—because you thought that eyes forged in that way were better? A. Yes.

Q. Then the rest was made by the Newark Iron Company, from designs drawn by you? A. Yes, sir.

Q. Now, will you describe the method of construction and its peculiarities, if any? A. Well, every bridge, almost, has peculiarities of its own. This bridge has a very sharp skew, if I remember correctly, an angle of twenty-one degrees. The centre of the truss on one side, is exactly opposite the end of the truss on the other side. The theoretical length of the span was 104 feet; the theoretical depth of the truss twenty-six feet, divided into four panels at each point, a floor-beam truss extending across the bridge, at right angles; the other ends of the floor-beam trusses resting on the opposite truss or on the abutment; upon the floor-beam trusses were the stringer trusses, each of which was directly under one of the rails. The bridge was proportioned to carry an evenly distributed load of 3,000 pounds per lineal foot of track, and a concentrated load of I don't recollect how much, on the drivers, but an additional load; with a strain on no part of the bridge tensionally of any more than 10,000 pounds per square inch, and on no compression member of more than a like amount, making allowance for bending strain according to Gordon's formula. The specifications, which I heard read here today for the first time since, perhaps cover all these points. The bridge was built according to those specifications and in conformity with them. After the bridge was completed it was tested by locomotives in several different ways; locomotives running with the tenders on and the tenders off, and also running at speed. My recollection is that the maximum deflection obtained under all tests which were made with the two heaviest locomotives that were upon the road,—I think that the maximum deflection was about six-tenths of an inch, as I recollect it. These trusses received and supported

(394 words.)

either three-fourths or four-fifths, I forget which, of the total load; the other truss taking either one-fourth or one-fifth.

Q. Go on and describe the peculiarities of the construction of this bridge, if it was peculiar? A. I think I have; I do not recollect any other peculiarities of the bridge. Perhaps I have not explained them as much as you would like; but if you will indicate any particular points, I should be glad to explain them.

Q. Did you ever build a bridge before with two kinds of trusses; with a rectangular truss on one side, and this kind of a truss on the other? A. No, I never did.

Q. Were there any difficulties attendant upon that? A. No, sir.

Q. Did you have any question about the propriety of doing it? A. Not the slightest.

Q. [By Mr. O'Brien.] Had it been done before, that you know of? A. No.

Q. Since? A. I don't know that it has.

Q. [By the Chairman.] Did you ever build, before or since, a bridge so much askew as this? A. Well, I think I must have, though I don't recollect of any individual instance.

Q. What are the difficulties to be surmounted in building a skew bridge, as it is called? A. It is more bother, and may cost somewhat more to do.

Q. Well, about the danger of breakage, or anything of that sort? A. There is no more danger in a skew bridge than in a square bridge.

Q. [By Mr. O'Brien.] Was it not a positive defect in this bridge that that hip block was made of iron, where the upper chord joins the inclined end post? A. No, sir.

Q. I understand that to be a point where the bridge should have been strong? A. Yes, sir; undoubtedly.

Q. It was made from cast iron; and from there in the same way? A. Precisely.

Q. And here the same? A. Precisely.

Q. [By the Chairman.] All those corner blocks were made from cast iron, were they not? A. Yes, sir.

Q. How much was there of cast iron besides? A. Nothing except these joint blocks. This one that is broken is today just as good for service as it ever was. The crack that is in it does not disable it at all.

Q. This piece of iron is not a part of it, is it? A. I think not.

Q. Do you know where that came in? A. I cannot tell.

Q. During the building of this bridge was there any examination made by you or anybody else at the furnaces and forges where this bridge was being built, to test it in any other way? A. Only by examination.

Q. Did you examine it? A. Not every part of it.

Q. Is it not customary for first-class bridge builders to have every portion of a bridge tested? A. No, sir.

Q. Is that so, Mr. Cross? A. The Ætna Iron Company, one of the largest bridge builders in the world, perhaps, do not do it.

Q. Do not first-class railroads do it? A. Well, they usually have inspectors there at the time.

Q. Precisely, and they see the iron? A. They see the iron. I have seen inspectors there frequently, and in every case that I have ever seen, the one who remained there constantly was one who simply had instructions to do certain things, but had no judgment of his own.

Q. Did the Boston & Fitchburg road have any of their employees or officers on the ground to examine this bridge as it was being built? A. No, sir.

Q. Left it entirely to you? A. Yes, sir, as far as I know.

Q. Do you know the size of the lateral and vertical braces of the truss? A. No, sir. Those were shown on the tracing you had here this morning.

Q. How were they fastened? A. The lateral bracing consisted of rods which passed through holes in the casting, and there were nuts placed on the ends of the lateral braces.

Q. Won't you look at that? (Showing a piece of iron marked "A.") Do you call that good iron? A. That came from the original truss that was put there, I suppose. I should call that pret-

ty good iron. That is plate iron; that is T iron, with some shape iron.

Q. You give that as your opinion, that it is good iron? A. Yes, sir, I think that is pretty good iron? The plate iron is better than the shaped.

Q. You would not call that first-class iron to put in a bridge, would you, Mr. Cross? A. Well, I don't think that is as good shape iron as is made in this country. That was made not made in this country.

Q. If the iron had been thoroughly inspected you would not have allowed that to have gone by, would you? A. I did not put that into the bridge,

Q. Are you sure of that? A. It is possible that that came from the upper chord of the new truss.

Q. What I want to get at is this, whether that bridge was not inspected improperly when it was built? It was put up without inspection, was it not? Am I right or wrong? A. You apply the question to this piece, for instance?

Q. No, sir, to the whole bridge. A. It was not inspected, as far as I know, by the railroad.

Q. Did you inspect it? A. I inspected it as much as any bridges are inspected.

Q. How much is that? A. Well, I was at the works from time to time,—I don't know how often, but frequently,—and examined it myself, and it was examined by the foreman of the works.

Q. Did you take any pains to test any portions of it? A. Only by examination.

Q. It was not put through any test? A. No, sir,

Q. [By Mr. Thomas.] Was any portion of that bridge which you put up subject to any test? A. Only by examination.

Q. [By the Chairman.] Do you know whether it was put to any test at the iron works? A. I don't think it was.

Q. Did you suppose it was at that time? A. No, sir. There is one thing, which, perhaps, I ought to correct now. When I stated that that beam was not made in this country, I supposed it belonged to the eastern truss. As it belongs to the western truss, it was made by the Newark Iron Works.

Q. In the building of this bridge, as I understand, this is a cast

iron block up here, and in connection with it are hangers similar to those upon which this cross-beam depends. The support of the flooring of the bridge depends upon that cross-beam, does it not?
A. Yes.

Q. And that depends for its support on the westerly end upon these hangers?
A. Yes.

Q. Supported somewhat in addition by that upright beam there?
A. That beam is not put there for that purpose. Of course it adds something to it; but it is not there for that purpose.

Q. Those hangers similar to these, were they in a position where they could have been examined?
A. Only partially.

Q. What portion of them could be examined from time to time?
A. The lower end, or eye, could be seen from the outside.

Q. Where they are painted there?
A. Where they are painted, and, of course, somewhat beyond, but not much, probably.

Q. Then the bridge inspector, in looking to see whether these were sound or not, could have seen practically only from there to there?
A. Not much beyond where the paint is.

Q. How customary is that method of construction?
A. Well, in all my observation, it is common.

Q. Is it a common method of construction?
A. Yes.

Q. Is it a common method of construction to have them, and have them covered up to such an extent that they cannot be seen?
A. Yes.

Q. In the light of what you see here, and what you have seen out there, perhaps, do you regard that as a correct form of construction?
A. Yes.

Q. To put those on and cover them up so that defects in them cannot be detected?
A. Of course it is desirable to make all the part accessible as far as practicable, but I do not consider it a necessity.

Q. Well, was it impracticable to so place those hangers that they could have been seen?
A. Undoubtedly, a bridge could have been built of an entirely different form.

Q. No; but practically in the present form?
A. Well, I would not undertake to say that it was not possible to make it so that it could have been seen to a greater extent than it was, but I did not find any way at the time to do it.

Q. You did not try, did you? Did not think of it? Is that it?
A. No, it is not fair to say that.

Q. You did not think it was necessary, did you? A. I went as far as I thought was necessary.

Q. Well, you did not think it was necessary to see any of those things, evidently, because you only left out a little piece at one end.

A. Of course it is desirable to be able to see all that you can without sacrificing other and perhaps controlling points, and in designing those I thought I had struck the happy medium.

Q. [By Mr. O'Brien.] You spoke of having been connected with the Stoddard Bridge Company. How long ago was that?

A. If I recollect right, about a year before they went out of business.

Q. Were you with them while they were successful in building bridges? A. They never were successful.

Q. Did they ever have any break-down? A. I don't recall any.

Q. You don't know whether they had or not? A. No, sir.

Q. Now, I want to know how you got this contract out of the Boston & Fitchburg Railroad. What were your relations with Mr. Brown, the superintendent, or Mr. Brown, the carpenter, or with any one connected with the road? I understand that they issued proposals for a bridge, and you were the successful bidder. Now, what were your relations with anybody connected with the road, so far that your bid happened to be taken? A. I did not have any relations with them. I was asked to make a proposal. I did not know of their issuing invitations for proposals; I was asked verbally to make a proposal.

Q. Who asked you? A. The superintendent.

Q. Mr. A. A. Brown? A. That is my recollection. It might have been Mr. George Brown, but my recollection is that it was Mr. A. A. Brown, and I made a proposal and was awarded the contract.

Q. Did you know Mr. A. A. Brown before that? A. Yes.

Q. You drew the plans and specifications? A. Yes.

Q. It was put entirely into your hands? A. Well, it is not fair to say that I was the sole author of the specifications. They were made by consultation, of course.

Q. Consultation with whom? A. I presume principally with Mr. George Brown.

Q. Well, how did you do it? You drew a plan and took it to him for his approval; he criticised it, and then you adopted some of

his ideas,— is that it? A. The first thing would be to determine the specifications, undoubtedly, although I cannot recall the circumstances at the time; the amount of load to be provided for, the strain to be allowed upon the iron, were matter of consultation and agreement, and whoever else bid upon the job undoubtedly had the same consultation, and when they had agreed as to what the specifications should be then it was put in our proposals.

Q. How do you suppose you happened to get the contract? Because you were cheaper than any one else? A. I don't know.

Q. Your relations with Mr. A. A. Brown were not so close that he would naturally be in your favor, would he? A. No, sir.

Q. So that you drew the plan of this bridge, and submitted it to them, and they adopted it after consultation with Mr. George Brown, and you put it up. It was not tested during construction and only tested when it was finished. Am I straight in that statement? A. That is right.

Q. [By the Chairman.] Mr. Cross, what was the reason that the centre of the shaft going through here did not come under the centre of the main bar? What is the reason that the centres of support are not under each other? A. That I do not know. I cannot recall why they were put so.

Q. [By Mr. O'Brien.] Could you not recall by referring to your papers? You have got a memorandum of the whole contract, I take it, have you not? A. Oh, yes.

Q. Would they have been stronger if the centres of support had been under each other? A. Undoubtedly.

Q. Was that an element of weakness in them as compared with what they would have been if placed centrally? A. Of course it is an element of weakness. In the sense in which perhaps you mean to use it, no.

Q. Could that element of weakness have been compensated for by stouter iron? A. By stouter iron that would have been required had they been in a straight line, which I assume to have been the case, although I do not recall it now.

Q. How do you estimate the strength of one of these? Are there regular formulas for it? A. Well, the sizes. This bar in its middle, or between the two eyes, is in direct tension. Of course the strength of the bar within those limits it is perfectly easy to get. Its strength in the eye of either form is a question of experiment.

I have tried them in testing machines perhaps hundreds of times. I don't know how many.

Q. Have you tried exactly these eyes? A. I don't know about exactly those eyes.

Q. How did you arrive at the proper strength of those? A. By experiment which I had made before with testing machines. I don't recollect what the rule was now, but it was adding, I suppose, some percentage to what it would otherwise be.

Q. Is that a fresh break or old break on that hanger? A. I cannot tell. Monday, when I examined it at the bridge, this was inside its casting, and I did not then know that there was any crack in it, and whether the rust which is now there has come there since the disaster or before I cannot tell.

Q. Is that where it was welded on? A. That is across the weld.

Q. Do you consider that a perfect weld? A. These do not seem to be welded down into the eye of the neck thoroughly. At any rate, they have opened slightly where the weld was, both of them. Beyond it seems to be united thoroughly.

Q. How about this? A. That is split, but whether it is split through the weld I cannot tell.

Q. [By Mr. Thomas.] Would those have opened had they been perfectly welded? A. That first crack on the lower end of the unbroken hanger might have opened if it had been a perfect weld.

Q. [By the Chairman.] To what kind of a strain is that break due? A. It is a mere question of opinion; I can give you mine.

Q. Is it due to a tension spring or to a cross spring? A. I think it was an enormous leverage on the floor beam acting upon it.

Q. A leverage in what direction? A. For instance: Represent the main truss, if you please, by this roll; represent the floor-beam truss by my arm. When the thing went down there was an enormous leverage in this way, which we should expect to tear out something. It is a very long lever, some twenty feet, and a very short distance from the fulcrum to its end, a few inches only, which would increase the leverage forty times or thereabouts. I should expect it would break something.

Q. Put your arm in there and show how it would work that way. A. This laid vertically in the bridge, the floor beam horizontally, which would now be upright. The strain of the level

might be in either direction, this way or that way, and I think the result would be the same either way.

Q. Then you think it was not a leverage one side or the other?

A. You mean, longitudinally with the bridge?

Q. I mean that way. A. The pin is too short. That would be a leverage produced by the pin. I mean a leverage produced by the floor beam.

Q. Where was the floor beam with relation to those? Between them? A. I think the floor beams were on each side of those, and these were between the pins going through the bottom end of the links, and the webs of the floor beams.

Q. Will you be kind enough to make a drawing showing the way in which you think that part was arranged. (The witness made a drawing as requested.) A. *aa* are the bottom ends of these links, and there they are vertical. *bb* are the two I beams which composed the floor beams. These beams are reinforced by plates *ccc*, through which passes the pin *d*.

Q. Passing through these reinforcing plates, and also through the I beams? A. Through the I beams on the lower ends of the links *aa*. *ee* are the main ties of the floor beam truss. The joint block came down and rested on the top of these floor beams *bb*, and extended for perhaps a foot (I don't know what the distance is) crosswise of the bridge; so that the other end of the floor beam, if held in position and the truss dropped (which amounts to the same thing as taking hold of the other end of the floor beam and raising or lowering it), having a bearing against the cast-iron block and the pin, would produce this leverage, which should break something.

Q. Have you examined the bridge since the accident? A. I examined it on Monday morning.

Q. What did you find? A. I found several things that I could not understand or see any reason for. Of course I found these links broken, and I was surprised to find the floor beam secured to the block at one end. I should have expected that they would both have been broken away somehow.

Q. Where do you mean? At this end of this block? A. Yes, sir. The floor beam remained attached to the block at the southern end in the upper chord. At the Boston end it was broken, as these links show. Those two at the Boston end came from the block that shows where something has given it an awful blow,—a

blow sufficient to have overturned the whole bridge, surely. On the easterly side of the bridge there was one vertical post which was buckled, as though it had been buckled by a sheer compressive strain. (Witness pointed out the post to which he referred, on a small photograph.) I think in this was the post on which the northern floor beam rested in the easterly truss. I won't be quite sure that this is the one, but I think so. The post was buckled.

Q. What do you mean by "buckled"? A. Call this the post; the weight pressing down upon it buckled it up in this way. There was no mark of having hit it sideways to cause it, that I could find. The next joint towards Boston on the same side in the upper chord was broken down. I could not account for that, because there is no weight upon it,—nothing rested upon it. I do not recollect anything else, but I have an impression that there was something else that I could not understand.

Q. [By Mr. O'Brien.] If there was no weight resting on it, and it had cracked and rusted, could it not have been broken by the weight of the train at that particular moment? A. I should not properly say there was no weight resting upon it.

Q. There was no way of examining it; but we find, after the bridge has broken down, that it had rusted, showing an old crack? A. I don't know whether that was rusted at that point.

Q. Suppose it was, for the time being, would not the weight of the train coming upon it at that moment break that joint up in that box that could not be opened and could not be inspected? A. Not until something else went first. That was not in the joint block at all. I am speaking of the right side.

Q. It is one of those heavy upright beams that you say buckled? A. Yes, sir. It was the one directly under the floor beam. It was buckled up at some point below its centre. The upper chord was broken at the next post, broken right over, and that post broken right down.

Q. What was the condition, after the accident, of this truss? A. All smashed up. I ought not to say that; but it was all down, of course. A. Was not every thing bent and twisted? Oh, no.

Q. [By Mr. Thomas.] Could it have struck that abutment or anything of that sort? A. It was too far away from it. It was away out in the road.

Q. That one that buckled supported the floor beam which

came from the first joint on the other truss? A. Yes, sir. I remember that is one, because I saw the mark on the top where the casting, which is shown on this small photograph, was torn off. That possibly might account for the fact of that floor beam not breaking loose from the joint block at the other end. That floor beam at the other end was in this identical pair of links.

Q. Now that you see the results of the accident, what is your opinion in regard to the nature and cause of it? A. Well, I am unable to definitely make up my mind as to what the actual cause was. In general, I believe it must have been either derailment, or the breaking of some part of the rolling stock, which let it down on to the upper chord, and in its motion, whatever the speed was going towards Boston, striking that joint block and overturning the whole thing. I think that the blow would have done it. What the thing was that broke and let the car down I can't tell; there might be quite a number of different things. I have no opinion about that.

Q. Might it not have been a brake-bar? A. For aught I know.

Q. The brake-bar does not go outside of the car? A. It does not project as far as that.

Q. What could it have been, then? Could it have been anything except derailment under that theory? A. I don't know whether a derailment would have carried the axle-box far enough over—that is, by dropping it vertically—to have hit it, but if the car was off the track sideways it could undoubtedly have done so.

Q. How do you mean, off the track sideways? A. Well, perpendicular to the direction of the track horizontally.

Q. You mean outside of the iron a considerable distance? A. Well, it would not have to go very far; just how far it would have to go I don't recollect.

Q. [By Mr. O'Brien.] Admitting that for a moment, if the bridge was properly constructed, with a proper floor system and guard rails, ought not the train to have gone off and not borne down the bridge? A. If you can get a train off the track on a bridge so that it shall not strike any of the main supporting parts of the bridge, you can carry it across safely,—if you can steer it so that it shall not strike anywhere.

Q. On a majority of railroads you can steer a derailed train on a bridge perfectly, can't you? A. It is a pretty hard job to do.

Q. It is done? A. It is done at times.

Q. Do you believe that if at Clinton a train should run off the track on the bridge, it would put that bridge through into the river?

A. I do, most certainly. I don't know what would prevent it. A train would not have to go very far off the track before it would go into the river.

Q. [By the Chairman.] You have not spoken in regard to the breaks of those hangers. What do those suggest to your mind?

A. I thought I had described that as in my opinion the peculiar leverage which it gets from the floor beam.

Q. The further hangers? A. The same things.

Q. Are these fresh breaks? A. I think so; I think they were broken by the fall.

Q. How soon did you see that after the accident? A. I saw that Monday afternoon. I went out on the quarter-past three train, I think it was, or ten minutes past three. They do not look as fresh now as they did then.

Q. Do you think that was broken at the time of the accident? A. I think so. I examined them pretty closely on Monday, as closely as I could in the position that they were, and satisfied myself in my own mind that that was a fresh break.

Q. Were they resting in the water at that time? A. No, sir.

Q. Was it raining at that time? A. Not while I was there.

Q. Were they wet? A. No moisture on them.

Q. Did they look differently then from what they do now? A. They looked slightly fresher than they do now.

Q. [By Mr. Thomas.] Look like good iron, in your opinion? A. Yes; I think it was good iron.

Q. [By the chairman.] You would pass it as good iron, would you? A. Yes, sir.

Q. What makes the difference in appearance between this part and this part in here; is that where it was welded, or not? A. Oh, no; that is a break through the solid iron.

Q. What makes the difference between the appearance there and here? A. There are two spots there that are rusted. There are spots on the edge there that are clean; it is not rusted over the whole surface. I think it is fresh rust.

Q. You think that is fresh in here? A. Yes, sir. You see there is rust away into the grain at the furthest point.

Q. And that is fresh rust? A. I think so. It looks to me as if at this point it had been done when forged; made pretty hot, perhaps quite as hot as it ought to be.

Q. [By Mr. Thomas.] Burned? A. I don't think it was burned, but came pretty near it.

Q. If they got it too hot, that weakened it, didn't it? A. Yes, sir; you can't heat iron too hot without weakening it. You can't make a weld that is as strong as solid iron.

Q. [By the chairman.] How long would it take for iron to get rusted? A. Well, under some circumstances it would rust in a very short time.

Q. How many hours? A. Within a single hour,—under favorable circumstances, of course.

Q. Rusted the way it is now? A. As much as it is now; yes.

Q. [By Mr. O'Brien.] Is the bearing face of the top chord that we have here properly faced up, in your opinion? A. Not in this present condition. That has been knocked out of its original condition. When it was made, the whole thing was squared off true by a machine.

Q. I understand you to say that you never built any bridge before or since like that? A. Not so far as putting it alongside of a truss like the other is concerned.

Q. You did design and build a bridge similar to this on the Boston & Maine Railroad, didn't you? A. Not like this.

Q. You did build one,—it seems to me I recollect it? A. It was a short through bridge.

Q. Where was that? A. I can't tell the location.

Q. Does it stand now? A. No; that was knocked down by a train off the track.

Q. Did you know where it was? A. I can't tell the location; it was on the Boston & Maine extension.

Q. Are you correct in saying that the height of the truss was twenty-six feet, I think, between the sections; theoretical height.

Q. Were the bearings of the joint blocks planned? A. Planned.

Q. [By the Chairman.] You stated, as your opinion, that

those two hangers were not broken, either of them, before the accident happened? A. I think so.

Q. [By Mr. O'Brien.] When that bridge down in Maine fell, was it put up by you individually, or by the Stoddard Company?

A. By the Massachusetts Iron Company.

Q. [By Mr. Jones.] Did you ever see these hangers before they were put into the bridge? A. Undoubtedly, though I don't recollect having done so.

Q. Do you recollect having inspected any hangers before they were put in? A. No, I do not.

Q. Where were those hangers manufactured? A. At the Newark Iron Works.

Q. You sent the specifications to the Newark Iron Works, I suppose, that they were manufactured according to the specifications? A. They furnished the iron, and the work was done by their men. I had a man there in my employ who had charge of the work or the supervision of it.

Q. How many times were you in Newark inspecting the work on this bridge yourself? A. I could not tell, but probably five or six times.

Q. Do you recall the name of the man who inspected this work? A. John Ashmead.

Q. Where is he now? A. He is in Chicago.

Q. Where was the iron work shipped when it came from Newark? A. Shipped directly to the site of the bridge.

Q. Did you examine each piece yourself there before the bridge was put together? A. Well, I could not say that I did; but undoubtedly, I saw every piece.

Q. Who erected the bridge at the site? A. The work was done by the railroad, under my supervision. I think the contract specified that they accepted that part of the contract which put their mechanics under my supervision.

Q. Regular mechanics of the railroad? A. Yes, sir.

Q. They were not specially bridge builders? A. I think the men who work there are continuously employed upon the bridges whenever there is any thing of that kind to be done.

Q. How long did it take you to put that bridge together at the site? A. I could not tell from recollection.

Q. Were you there constantly while it was going up? A.

Probably not constantly, but there daily, and most of the time every day.

Q. [By Mr. Phelps.] Mr. Cross, did you select the iron yourself out of which this bridge was made? A. No; it was furnished by the Newark Iron Works.

Q. Did you name the character of the iron? A. Yes, sir.

Q. How definitely did you name the character of the iron that you wanted? A. The same as that in the specifications.

Q. That is, best wrought iron? A. What is termed in the market "best best," which is a better quality, is another working, than what is called "best iron."

Q. Is there any inspection possible of forges of this character that would prevent the iron from being overheated, if the workmen were careless? A. No, sir.

Q. I mean possible in practicable management? A. The only way possible would be for an expert to stand over the workman when he was doing the work and practically do it himself.

Q. Is there anything in the appearance of those hangers, as you see them now, independently of the fact that they are broken, that would induce you to criticise the iron unfavorably? A. No, sir.

Q. You consider it good iron, so far as you can judge by its appearance? A. Yes, sir.

Q. How about the workmanship? Do you see anything in the workmanship that would lead you to criticise those hangers, if they were under inspection, now? A. There is one point where I think the iron was slightly overheated.

Q. And that is visible on inspection after the work is done, is it? A. No, sir; only after it was broken.

Q. Is there anything which, if it were not broken, would induce you to criticise those hangers unfavorably, if you were now inspecting them for acceptance? A. No, sir.

Q. You are sure that the burning of the iron would not show except upon a break? A. I should not know how to discover it.

Q. So far as you can judge from seeing the iron after it is broken, what is its quality, in your judgment? A. I think it is good.

Q. Do you see anything about it that would lead you to reject it? A. I do not.

Q. Is there anything in the workmanship which you would criticise, except the appearance of the iron which you find upon its being broken? A. No.

Q. What was the purpose of that piece of what I think you called "shape iron," which is riveted on to a piece of plate iron, and formed, I think, a part of the upper chord of your truss? A. That was to unite the three I beams which composed the compression members, and at the same time add so much to its sectional area.

Q. You mean that the upper chord of that truss was composed of three I beams, surrounded by plate iron? A. Partially surrounded. If you would like, I will make you a sketch of this sectional area.

Q. [By the Chairman.] Are those hangers as well made as the other extension members of the bridge, do you suppose? A. I think so.

Q. Ought they to have been as well made? A. Certainly.

Q. Ought they not have been more carefully made? A. Yes; they should have been more carefully made.

Q. And you think they are fully as well made as the other extension members of the bridge, do you? A. They are not perhaps as handsomely made, as far as outside finish is concerned.

Q. Do you think they are as well made? A. Special care was taken that they should be safely made.

Q. Do you think they are properly made? A. I think so.

Q. As well made as you would expect them to be made? A. I think so.

Q. [By Mr. Rhodes.] Did any one compute the strain which each one of these trusses would bear? A. Yes, I think so.

Q. Could you tell from the position of the rails what portion of the weight each truss would bear? A. Certainly.

Q. Did you ever compute a bridge like that? A. Many times. It is the same principle as any bridge.

Q. [By Mr. Jones.] If this hanger which is broken here, should give way, the effect of that would be to let down the floor beam which that supports at the west side of the bridge, would it not? A. Yes.

Q. Now, that would let down the whole road-bed at that point, would it not? A. Certainly.

Q. And the strain would go through naturally, the road-bed giving way? A. Yes, sir.

Q. The impulse would be toward the west, would it not? That is, it giving way to the outside first, the impulse would be outward, would it not? A. The impulse in the first instance would be directly in the line of the track; in the next instance it would be to the left, or westward, as you describe. From the skew of the abutment that would be perhaps the strongest inclination, to the left, by the locomotive pulling in that direction. Of course the abutment would deflect everything.

Q. Would the fact of the cars being on a curve and to the left also have that effect? A. I don't know that they would have any effect, but on account of the skew of the bridge I should expect the cars to go that way.

Q. Now, is it at all unnatural to suppose that the bruise to that joint block which you have described could have been occasioned by the sinking of the road-bed and throwing a car against the joint block? A. Yes; there are two reasons why I think that could not have been the cause: If the cars dropped vertically, I don't know of any part of the car that could have made such a mark on the casting by striking it. In the next place, the post or strut that was directly underneath it would have been crushed, which was not the case; it was split, it was not crushed, as it would have been if the large floor beam had been dropped.

Q. You mean the strut that supported the floor beam? A. It did not support it, but was directly under it.

Q. In your theory of derailment, how should that bruise be caused? A. By the train going off the track on that side far enough for some portion of the truck to strike this casting.

Q. How high up is that casting from the level of the rails? A. My recollection is that it is pretty nearly flush.

Q. The effect of the sinking of the road-bed, if you had an upward thrust of the train, would be to throw the axle over against the joint block, would it not? A. It would not get angle enough to do that.

Q. Did you see anything on the sleepers that were taken from the road-bed on the bridge that indicated anything to your mind?

A. No; I tried to, but could not get anything from them.

Q. When did you inspect the bridge? A. Monday afternoon.

Q. You could see the sleepers on the Chelsea side of the wreck?

A. Yes.

Q. There were no signs of derailment, were there, there?

A. I think not.

Q. How far across the bridge should you say you inspected the sleepers? A. I can tell better by looking at this photograph. I crawled down on the sleepers here; that is the way I got to the wreck. I came down this abutment on the Chelsea side. There I came to the track, and followed it along down. There must have been eight sleepers that I saw.

Q. There were no signs of derailment? A. I did not see any.

Q. [By Mr. Phelps.] I forgot to ask you whether you saw the pieces of these hangers which are here now when you were out on the wreck? A. Yes, I saw them.

Q. Did they have bright fractures at the time you saw them? A. Yes, sir.

Q. No indication on them of an old break? A. No, sir; not that I could see.

Q. Did you form your opinion from seeing them with those pieces at the time that the break was new and not old? A. Certainly; my opinion was made up from seeing the two together.

Q. And you formed the opinion without hesitation that it was not an old break? A. Not without hesitation; I gave them a careful examination.

Q. I mean, you came to the decided opinion, did you, that it was a new break and not an old one? A. I did; yes, sir.

Q. Was this bridge properly divided, in your opinion, with diagonal bracing between the two horizontally? A. Yes, sir. It was horizontal in two planes, top and bottom chord, and vertical at each floor beam.

Q. There was both vertical and horizontal bracing? A. Yes, sir; at each floor beam.

Q. And the ends of the trusses, where they were not opposite to one another, were braced to the abutments? A. Yes, sir; some of the horizontal bracing went into the abutment, anchored there.

Q. In forming your theory of the way in which this happened,

(329 words.)

did you take into account the condition of the three cars which arrived on the other side? A. Yes, sir.

Q. Have you considered the bearing upon that accident of the fact that the second and third cars were badly telescoped, indicating that they received the full weight of the train behind them after they had substantially stopped? A. The only impression I got from that was that perhaps that was somewhat due to the shock received by the train when it struck that casting.

Q. Do you think that if the first or second car had struck the casting, knocking the bridge down as you say, the first, second and third cars could have been dragged on to the abutment as far as they were? A. Well, I have not any opinion on that; I don't know.

Q. Is it not very clear that they could not? A. Well, strange things will happen. I have not any opinion.

Q. [By Mr. Rhodes.] Have you any opinion as to which car was derailed first? A. No.

Q. Would you expect to find on the sleepers, marks of wheels when the wreck is removed, if there was derailment? A. Not necessarily, but I should look for them.

Q. If there were marks of wheels, they would be recognized as such, would they not? A. In all probability, though marks that you get by wheels are sometimes mistaken for marks of brake-rods that were hanging down and striking. Still, as a rule, you can be pretty certain it was a wheel.

Q. (By Mr. Phelps.) Is there any doubt in your mind that if the bridge had given way with the train upon it, by the breaking of these straps, without any previous check of the train, the train would have gone down, and whatever went over would have got over safely,—I mean without being telescoped? A. I think it must be so.

Q. That is, there would have been a drop of the whole thing when those straps gave away? A. Undoubtedly; because that portion of the train which have gone over would have broken loose from the rest, and nothing could have affected it from behind.

Q. And what was on the bridge would have gone right down? A. Yes; they would have been stopped for the abutment; they could not have run into the cars in front of them.

Q. Yes; but it could have got to the abutment? A. Oh, no, sir.

Q. [By the Chairman.] Could the bridge go down so fast, the train going at a rate of fifteen miles an hour, that those three cars would not have gone on to the embankment on the opposite side?

A. It is difficult to tell how fast it would go down; but I think that whatever struck that casting, whatever was behind them, would not have gone into what was in front of them, whether the bridge went down slowly or quickly.

Q. Supposing that both those hangers gave way under the second car, and the cars came on, dropping all the time, and struck against the abutment here, and the other cars were coming down after them, all connected by Miller platforms, would they not have given a very great push, and would not that have had a tendency to telescope that car there, where it struck against that car there, and push it up on the abutment? A. Undoubtedly that car would have been telescoped, but it seems to me impossible that it could have gotten up to the abutment.

Q. The track from there to there would have fallen down that way, resting on a pivot here and dropped down as a whole body, would it not? A. Yes, sir; if it was the rear truck of the second car, for instance, that struck here, I suppose that car might have gotten over on to the abutment; I don't know but that car might have gotten a severe shock from the cars in its rear.

Q. Might not the front car, going at that rate, have got to this piece of the bridge which was about dropping down, perhaps? This portion here would not have dropped, would it? Could it not have gotten up and gone over? A. I don't believe that car could have gotten up there.

Q. [By Mr. O'Brien.] From whom did this burned iron come? A. The Newark Company.

Q. Is that a first-class company? A. First-class company.

Q. Would a first-class company allow burned iron to go out of its place? A. You hardly do fair in calling it burned iron. I mean to say, while it was heated rather warmer than I think it ought to have been, at the same time, I don't think it had been heated to an unreasonable extent, to do it any serious injury.

Q. There is no element of weakness in that iron, in your opinion? A. I do not think it is quite as strong as if it had not been overheated, but I think it is very strong.

Q. If that has been properly inspected, either in its manufact-

ure or after it was complete, would not that burned iron have been found out? A. No, sir.

Q. There is no way to find it out? A. No way to find it out.

Q. You have got to trust the company itself? A. You have got to trust the company itself. A company to a considerable extent has got to be trusted to do its work properly.

Q. But if properly inspected at the time it is going through its formation, the inspector will find out whether it is being burned or not. A first-class corporation would have a competent inspector, it seems to me. A. No concern can appoint a special man to watch every stroke that is made, or every heat that is put into the fire. The workmen must be inspectors themselves to that extent. That is so in all concerns, without any limitation.

Q. A competent workman would not let burned iron to go out of his shop, would he? A. The Newark Iron Company mean to employ good workmen, and they think they do so.

Adjourned to Friday at ten o'clock.

(176 words.)

Before the Senate Committee of Agriculture, Washington, D. C.,
Feb. 8, 1888.

~~Q.~~ Fictitious names are substituted for the actual names in this and all other testimony in this book.

Q. Where do you live? A. Chicago.

Q. What is your business? A. Manufacturer of refined lard.

Q. What is your full name? A. • Benjamin R. Brown.

Q. What is the title of the firm of which you are a member?
A. B. R. Brown & Co.

Q. What is your business? A. Refiner of lard, and manufacturer of lard oil.

Q. Is that (packer's lard) put on the market before refining?
A. It is to a certain extent, but the refiners, you understand, supply seven-eighths of all the lard that is used for commercial purposes. Take Robinson & Co. and ourselves, and two or three houses in New York, and we handle virtually all the lard, seven-eighths of it, that is made and refined. It is put through this process of settling, purifying and making fit for culinary purposes. In order to keep up the quality and obviate the disagreeable taste to meet the demand of the trade, we added cotton-seed oil and oleomargarine stearine.

Q. Cannot you tell us about the other one-eighth, where it is made, and who makes it? A. That would be Jones and other butchers, and small manufacturers. A great many butchers and a great many small packers who kill from fifty to one hundred hogs a day render it out.

Q. This other one-eighth. What is your judgment about it? Is it a deleterious compound to any extent, or adulteration which requires any legislation or regulation at all? A. No, sir. If there is to be any law regulating the sale of lard, putting the dealers in lard, the large manufacturers, under restrictions, there should be a law that would cover all.

Q. You have explained about seven-eighths of the lard. Now,

(278 words.)

so far as you know, is there any occasion for legal regulation in regard to the other one-eighth? A. Certainly there would be.

Q. Just confine your answer to that one-eighth. Is it a hurtful substance that requires any legislation whatever? A. I should say not.

Q. [By Senator Williams.] Do you mean to say seven-eighths of all the lard made and consumed in this country is of the compound lard that you speak of? A. Yes, sir. I should say so at a rough guess. I have not got the figures. Perhaps I ought to modify that and make it three-fourths. About three-fourths of the compound lard, and the other is pure hog lard.

Q. I want to know how it is that in the long run the pure lard maintains one-half a cent higher in price? A. I do not think that pure lard, as you call it, the regular lard, does in the retail market bring a half cent more.

Q. That statement has been made repeatedly. A. That is in the retail markets. I mean in Chicago markets where there is a large general market, and in New York where the refiner of Europe wants to buy lard. The general market is half a cent more.

Q. Just confine yourself now to this country. You say that the pure lard, such as Jones and the rest of them sell, and such as yourself and Robinson sell, the pure lard without the cotton-seed and the other mixtures sells for one-half cent more than the other? A. I don't say that.

Q. Then what is it you say about that one-half cent a pound more for pure lard? Who pays it, the consumer, the family? A. Yes, sir.

Q. Then it comes to this, that the consumer of the lard is willing to give half a cent more for pure lard than for the other article? A. No, sir. Here is what it is. You have heard an answer in relation to Jones' pure lard. That is an exceptionally pure lard. It is made from the pure leaf. The lard that I am describing to you is the No. 1 packers' refined steam lard, as it is rendered. Everything is dumped into the tank, mainly robbed of the leaf which is taken out, and it is not any such quality of lard as this is, and it is not any such quality of lard as the large amount, one-eighth or one-quarter of lard, that is sold, which is made by small butchers and small packers who render their lard carefully and put it up sweet and nice.

Q. In point of fact you don't render pure leaf lard? A. No, sir. We buy it in the markets from the packers.

Q. [By Senator Hall.] Suppose a retailer had pure lard and and this refined lard, would he charge the same price for either?

A. That would depend.

Q. Would you charge him half a cent more (for pure lard) than you would for the compound? A. Yes, sir; we don't put up the regular lard.

Q. But if you did so, you would? A. Yes, sir.

Q. [By Senator Thayer.] Before you get through, tell what specific things you object to in this bill? A. I object to stigmatizing an article that is pure and wholesome and gives entire satisfaction to the whole world, as an adulterated article.

Q. [By Senator Hall.] Will you object to using the word "characterizing"? Stigmatizing is a bad word. Would you object to the formula being pressed on each package of which the compound is made? A. Of course I would object, because every manufacturer has certain formulas and certain mixtures in putting up, which he does not want to give away to his customers.

Q. Would you object to characterizing such as "compound lard"? A. Yes, sir. I contend that it is already characterized under the name that the trade throughout the whole world thoroughly understands.

Q. Do the consumers understand that? A. Yes, sir; just as they would understand any other characterization.

Q. Would it not be natural for myself going into a grocery store and seeing pure lard and refined lard, to infer that the refined lard was the purer article of the two, and represented what I wanted.

A. It is better.

Q. But the point is that it is not lard? A. That is a fact.

Q. [By Senator Thayer.] Why not change your trade mark "Refined lard composed fifty per cent. of pure lard, hogs fat, twenty per cent. refined cotton-seed oil, and thirty per cent. of refined beef tallow?" That shows just what you are made of. Would that injure you? A. Yes, sir.

Q. Why? It would simply be the truth? A. Because in the first place we don't want to tell all our competitors what the formula is. We say that it is sufficiently known today. We don't

think it is just and right to compel a lard manufacturer to do it especially.

Q. It ought to help you, because it is better than hog fat?
A. It would not help us. It don't help any manufacturer to change his marks.

Q. If anybody sells an article under a wrong name, let them be corrected too. A. I don't think they are selling them under a wrong name. There are very few articles in trade today that are not mixtures and manufactured articles.

Q. You say you don't want to give away your formula. Suppose you retain your present name and say, composed of hogs fat, tallow and cotton-seed oil. That does not give away any formula, it gives only the three component articles. Would that do any harm? A. It would do harm in changing our label and brand which we have been twenty-five years building up, and which the people understand. We say there is no demand for this, or occasion for it. There is no demand from the people for it. You have not heard any commotion over the country about the deleterious substance of this lard.

Q. Suppose there were twenty per cent. of pure lard in your compound. Would you regard it as a fair thing to the trade to call it refined lard, without letting every one know that it was a compound? A. After we have been putting up lard for twenty-five years, we claim to become expert in the manufacture of an edible lard for domestic purposes. If we consider that we can make an article that meets the demand of our trade, fulfils the wants of the trade, and is pure and wholesome, and valuable, and can put in fifty per cent. or sixty per cent. of lard to make it firm, it meets the demands of our trade. That is all we want. We know what they want better than they do themselves.

Q. You think that if there was only twenty per cent. of lard that would be right to brand that as refined lard? A. Yes, sir. If we choose to use our brand, which is our capital in business, which is the thing we make our money out of, which is our reputation, and we are able to sell that well known brand all over the country in larger quantities than any other concern in the world of refined lard—very much larger—and we have been doing it for twenty-five years; if we choose to say we are willing to put in our brand of refined lard only about twenty per cent. of lard, we consider it perfectly fair to

do it. We are willing to take that risk, and if the public find out that it don't meet their wants, they find it out quicker than anything else.

Q. Don't you think it would be sailing under false colors?

A. It would not be sailing under false colors. There is our name "B. R. Brown & Co., Refined Lard." That is our lard. I have been in the business too long to prostitute that name.

Q. [By Senator Hall.] The word "refined," I understand, is identified solely now with this lard made by yourself? A. Yes, sir. It is made of beef stearine, cotton-seed oil, and packers' lard.

Q. Solely? A. Yes, sir.

Q. [By Senator Hall.] The statement has been made that lard, made by some refined lard manufacturers, is made of grease, dead hog fat, and various other impure substances. Please state whether this is a fact. From your own observation tell us what you know about it? A. I don't know. I have never seen nor known any of the refiners to do that. I know from my own observation that it is entirely impossible to use dead hog grease in refined lard. That is fit for the public to use. It is detected at once. Chemistry has not yet discovered anything to eliminate the smell and taste of dead hog grease. It cannot be done. It has not been done yet. The lard always has a smell, and I have spent a great many dollars in trying to eliminate that smell and taste.

Q. [By Mr. Jackson.] You don't slaughter any hogs? A. No, sir.

Q. From whom do you purchase your material? A. We purchase it in the open market on change.

Q. In Chicago? A. Yes, sir; and from the different packers in Chicago, Omaha, St. Louis and everywhere.

Q. Now you have a process by which you put this thing through for the purpose of producing your refined lard? A. Yes, sir.

Q. And your establishment is in Chicago? A. Yes, sir; St. Louis and Omaha.

Q. Have you any objection to any person who is capable of appreciating and understanding what your process is and what materials you are using, to go into your factory? A. None at all.

Q. You never denied anybody the pleasure of doing that?

A. I cannot say. If a man would come down and say, I would like to go through your factory, and see how you are making lard, I would say, as a rule, we don't allow everybody to go through the factory.

Q. Would you give him the ingredients? A. No, sir. We would give it to the committee.

Q. Why not? A. Because it was none of his business.

Q. Will you tell the committee exactly your process of making this article which you sell in the markets? A. I have already.

Q. Will you tell us how much hog lard you use, and how much cotton-seed oil you use, and how much other material you use? A. I have told the committee that once.

Q. You have spoken here several times of formulas. Have you those formulas? A. No, sir, I have not. They differ according to the season of the year and the climate where the article is going.

Q. Now assume you are going to send it to Cuba. How much hog lard would you put in? A. I cannot tell you. I don't go to the factory, and I don't make the lard.

Q. You have one man, I suppose, who regulates the compound and the quantity of each ingredient that goes in. Who is he? A. Mr. Smith.

Q. Do you say you don't know how much lard goes into your shipments of that article to Cuba? A. No, sir; I don't understand that. I know about how much, that is all.

Q. Do you know how much cotton-seed oil goes into the product you ship to Europe? A. No, sir.

Q. Do you know how much cotton-seed oil goes into the product that comes, for instance, to the city of Washington, or New York? A. No, sir.

Q. So that you are not able to tell the committee how much cotton-seed oil—A. (Interrupting.) I have told the committee about twenty-five per cent. I don't propose to give Jones or any other large manufacturer the benefit of the knowledge that I have acquired in twenty-five years.

Q. As I understand you, you don't propose to allow the persons who eat it to know how much is lard and how much is cotton-seed oil, and how much is something else? A. I don't propose to write them letters and advertise and tell them. If they are not satisfied with our article, they won't buy it.

Q. You seem to think now it is a healthier and better article than pure lard? A. Yes, sir.

Q. Then what is the objection of letting it be known? A. There is no objection.

Q. Then give it to us? A. It is not necessary; that is all.

Q. Give us the name of some one who can give us accurate knowledge on that subject? A. I can give you a dozen names.

Q. All right we would like to have them. A. Mr. Smith.

Q. Is he here? A. No, sir.

Q. Is there anybody here that does know? A. I don't know that there is.

Q. Now your process, as I understand you, is to take, we will say approximately, sixty per cent. of lard, and you proceed to refine that? A. Yes, sir.

Q. Is it pure lard? A. Yes, sir; it is a commercial lard, and is known in our market and to the trade in Europe.

Q. Then what is the next thing you do with it? A. The next thing is to put in the oil and stearine.

Q. Now can you give the Committee any other reason than you have already given why you should not let the world know that this cotton-seed oil and lard mixed in it, is not pure lard? A. I don't see any necessity. There has been no call upon us. I have no objections in any way.

Q. You have no objection to it. I repeat substantially a question put by a gentleman of the committee—What is your objection to putting it on your package? A. As I told the Committee before, we don't propose to be compelled to change our brand of refined lard.

Q. You need not change your brand? A. Yes, we do change it. We put something else on our label than what we have had before. We will have to make a different arrangement in our trade, and I see no necessity for compelling any reputable manufacturer to do any such a thing. If we were putting in any deleterious substance; if we were adulterating our lard seven eighths; if we were reducing its quality or in any way doing anything that was injurious to it; if we defrauding the public in any way, then it would be a proper thing that they should know.

Q. But if you claim the right to be the judge of that yourself,

as I understand you? A. No, I don't. I leave the customer to be the judge of it.

Q. But you don't allow the customer to know what you put in it. A. The customer eats it.

Q. I think if you sell me a lard, I have a right to know what is in it. A. Yes, sir.

Q. Why don't you tell the customer? A. Because there is no necessity. The customer don't want to know. He don't ask. If he discovers in using that lard, if he should take the lard and cook fish and doughnuts in it, and he should say—I find something in that I don't like the taste of it, and I wish you would tell us something about it—well, I would tell him about it.

(127 words.)

HEARING BEFORE THE SENATE COMMITTEE.

Friday, 10 A. M.

At this point Dr. Poore was recalled, and made the following statement:

"There are one or two things that I would like to state after reading the testimony of Mr. Tager. I was not in Boston on the Monday afternoon that he refers to when I met Senator Bassett. I have not been in Boston on a Monday afternoon for many months. I would like also to say that at this interview which Mr. Tager denies, almost the first thing that I remember was a statement from Mr. Tager that there were but nine names on the list, and he asked Mr. Bassett to furnish the other name. I also want to have the privilege of stating that, as far as I am concerned, I have had no part or parcel in the instigation of this investigation or any other; that I am not one of the disappointed ones; that when I go into a fight and get licked, that settles it with me, and consequently there is no rankling in my bosom, at any rate in regard to the victors in this case."

Q. I understood you to tell the committee yesterday that the list was handed you, and upon that list were ten names? A. No, sir, I did not; not until this name was added. I did not see the list when it had but nine names. When it was handed to me, it had ten names. I did not have a list of senators and representatives in my office, but I saw Mr. Randerson have one there once. I would say it was not there that Monday.

Q. Senator Bassett, your full name is Alfred S. Bassett? A. Yes, sir.

Q. You reside where? A. In Great Barrington.

Q. How long have you been a senator? A. This is my second year.

Q. What is your business? A. I am in the dry goods business.

Q. Have you been a member of the House prior to your ser-

(332 words.)

vice in the Senate? A. I was a member of the House in 1884 and 1885.

Q. Are you connected with any public institutions in the place of your residence? A. I am one of the trustees and board of investment of the Great Barrington Savings Bank.

Q. Have you been a senator in favor of the elevated roads or not? A. I have always been in favor of elevated roads.

Q. And has it been with you, then, a mere question of what road should receive a charter instead of the question as to whether a charter should be granted or not? A. Yes, sir.

Q. Prior to this did you have any acquaintance with Dr. Poore? A. No, sir.

Q. And prior to this time, had you any acquaintance with Mr. Randerson? A. I think I have met Mr. Randerson and been introduced to him, perhaps at two different times.

Q. Can you state when and where? A. At Dr. Poore's office, I think 194 Washington St.

Q. Have you ever had any extended conversations with Mr. Randerson upon any subject? A. No, sir.

Q. Have you heard him testify that on that Thursday afternoon, the 22d day of May, he had conversation with you at 194 Washington St., at which, besides yourself and himself, there was present, Mr. Tager? A. Yes, sir; I heard him testify so

Q. I desire to ask you specifically whether any conversation with Mr. Randerson ever occurred in the presence or in the absence of Mr. Tager? A. No, sir.

Q. Did you ever have any conversation with Mr. Randerson at the time and place referred to upon the subject of elevated roads, to any extent? A. No, sir, I didn't.

Q. Have you had any conversation with him at any time or at any place concerning it? A. No, sir.

Q. Leaving that and going to the following day, Friday, state whether or not you met, or were met by Mr. Tager. A. Friday? Yes, sir. Mr. Tager invited me one afternoon—I think it was a Thursday afternoon. On that afternoon Mr. Tager invited me or requested me to go down to Dr. Poore's office, as Dr. Poore desired to see me and talk with me about elevated roads. I asked him what road Dr. Poore was connected with, and he said he was connected with what was known as the People's bill. I said to Mr. Tager that I was

very busy, and that it was impossible for me to go that afternoon, and Mr. Tager asked me if I would go on the following morning. I said to him that if I didn't go home I would go with him sometime the next morning, and Mr. Tager said that if I would meet him at nine o'clock at the Tremont House, he would go down with me, and I left it in that way, that if I didn't go home, I would go with him at 9 o'clock Friday morning.

Q. Did you meet him? A. I met him at the Tremont House and went with him to the office of Dr. Poore.

Q. What time did you meet Mr. Tager? A. About nine o'clock, I think.

Q. Do you remember whom you met that morning at Dr. Poore's office, when you went there with Mr. Tager? A. I saw Mr. Randerson in the office when I went in.

Q. Did you have any conversation with him? A. I was introduced to him.

Q. Now, during the time you were waiting for Dr. Poore, was there any conversation between you and three other gentlemen, of any kind about the delivery of the ten senatorial votes for \$100,000, or anything of that character, which could have been continued upon the arrival of Dr. Poore? A. No, sir.

Q. How long do you say you waited for Dr. Poore? A. Only a few minutes; perhaps ten.

Q. What happened when he came in? A. He came in, and I was introduced to him by Mr. Tager, and Dr. Poore said to me, "I am very glad to see you, Senator. I want to talk with you about elevated roads." I asked him if his road was going to be built if he got a charter. He said to me, "This road is backed by moneyed men, men who have got plenty of money, and if we get a charter it will surely be built and operated."

Q. Now, you have testified with reference to the statement that they had moneyed men behind them. Were any names used in that connection, and, if so, what names? A. Dr. Poore stated to me that they were about making a combination with the Mack system, and that they proposed to use that system if they got a charter, and gave me to understand that they had about completed their arrangements, and that they proposed to put in a substitute bill, if possible, for the report of the committee. My conversation at that time was very short, because I was anxious to get up to the State

House. I had a committee meeting, and I had but a very few moment's conversation with Dr. Poore.

Q. Can you recall and state anything further as to the subject of conversation between you? You say that this consolidation was mentioned, and that their ability to carry out the work was discussed. Was anything said about the system that they should use? A. They proposed to use the Mack system. Dr. Poore asked me the question as to how many senators there were in favor of elevated roads. I said to Dr. Poore that I believed the majority were in favor of elevated roads.

Q. Did you give any list of names? A. No, sir, I didn't.

Q. Did you see any list of names? A. No, sir; not at that time.

Q. Was there any talk that you recall as to the possibility of combining the senators in favor of an elevated road against the West End, in case there was a consolidation of the other interests? A. No, sir.

Q. Did you have any conversation at all, during this interview, with anybody as to the delivery of the ten senators for \$100,000? A. No, sir.

Q. Was there any reference made to the buying of senatorial votes at the first interview? A. No, sir.

Q. Now, if you cannot recall anything else that took place at that time, will you state whether or not you saw Dr. Poore again, and if so, when? A. Yes, sir. I saw him again. Dr. Poore requested me to call again. He wished me to think the matter over, and see if I could not support his elevated road, and requested me to call again when I came back to the city, and I said that I would.

Q. Did you go to Dr. Poore's office, and if so, when? A. I did; yes, sir.

Q. Whether or not it was at the suggestion of Dr. Poore that you called there? A. It was.

Q. How did you get that request? A. The following week after I saw Dr. Poore, I received a telephone message from Mr. Tager, stating that Dr. Poore would like to see me, and I, at their request, went down to Dr. Poore's office.

Q. Did you see anyone else there? A. I think Mr. Francker was at the desk in the room when I went in.

Q. Did anything else pass between you except the introduction?

A. No, sir.

Q. Now, state, Senator Bassett, to the committee, in your words as nearly as you can remember, all the conversation which took place between you and Dr. Poore at this time? A. At this time Dr. Poore said that he was anxious to get a charter to build this elevated road. That they proposed to build the road, to get a charter. That they had plenty of money to do it with. That they were ready to pay out \$100,000, or \$110,000, or \$120,000, if necessary, to get a certain number of votes in the Senate to carry that bill. He said to me at this time that there were nine or ten senators who belonged to the opposite political party to what I do, that were in favor of their road, and he asked me if I knew how many Republican senators would be in favor of elevated roads. He also asked me at this time if I could furnish twelve or fourteen senators, Republicans, who would be sure to stand up for elevated roads, and I said to him at that time that I guessed that I was the wrong man; that those kind of tactics might do in New Hampshire, but they would not do to carry the Massachusetts Senate. (Applause.)

Q. What happened after that? A. I took my hat and left the room.

Q. Have you ever seen and talked with Dr. Poore from that time to this? A. No, sir; the first time I saw Dr. Poore since that, was Thursday, in the hearing.

Q. Senator Bassett, can you make any further statement with reference to the charge that has been made that you offered or suggested that you could furnish your and nine other votes in favor of the People's charter, for \$100,000? A. No, sir; I never made any such statement.

Q. Let me ask you now, how long you have been acquainted with Mr. Tager prior to this incident? A. I knew him by sight a year ago, when I was a member of the Senate. I used to see him in the State House.

Q. Has he from time to time spoken to you about the People's Elevated road? A. No, sir. He has acted simply as a messenger of Dr. Poore, and only in that way. That is, he had not spoken with me concerning the People's Elevated road until he asked me to go down to Dr. Poore's office at this time—I mean on the Thursday when we had the conversation.

Q. Now, Senator, you went into Dr. Poore's office you say, at his request, with the intention of looking into the merits of his petition? A. Yes, sir.

Q. Did you take pains at other times, and in other ways, to inform yourself about elevated roads? A. Yes, sir; the matter of elevated roads has been a matter of great importance this year. I have looked into the Mack system somewhat, and into the Riley system, but I don't know much about the Riley system. The Meigs I do know something about.

Q. Then you have looked into all of them, more or less? A. Yes, sir.

Q. And what you did in the way of seeing Dr. Poore, for the purpose of investigating his system, was in pursuance of your general inquiries made on that subject? A. Yes, sir; it was stated that his people had the money to build the road and that they, if they had the charter, would build and operate the road.

Q. Now, can you recollect any names that were used in connection with the financial backers of their enterprise? A. No, sir, I don't think I can. I don't think there were any names given to me.

Q. Now, as to your connection with the West End Bill. I suppose, in an investigation of this kind, it is proper for me to ask you how you voted on it, what brought your mind to the point of voting for the West End people? A. The West End people were the only people that could, or would build and operate a road in the city of Boston and it was in my judgment that it was in the interest of the people to have the West End folks bill the road. They proposed, as I understand it, to build and operate the road in connection with their surface road, and make one fare of five cents on both, and in my judgment, that was the proper thing for the city of Boston, and for the Commonwealth.

Q. Now, you can state what, if anything, had any material influence in bringing your mind to that conclusion—whether you read or saw anything that influenced your mind particularly? A. Well, the first thing that lead me to believe in the elevated road was the argument of Ex. Gov. Strong. I read it, and read the account of all the hearings as they occurred in the newspapers.

Adjourned until one o'clock p. m.

Superior Court, Fourth Session, April 6, 1891.

- Q. [By Mr. Hollis.] Where were you in August, 1890?
A. In Boston most of the time. I went to Denver in September.
- Q. What is your full name, Mr. Patch? A. Charles W. Patch.
- Q. What does the "W" stand for? A. Nothing; simply "W."
- Q. Did you ever know a man of the name of Charles Wing?
A. Yes, sir.
- Q. Where? A. In Boston. I have met him in various places, the Masonic Temple for one.
- Q. Did you have some transactions with him relating to this check? A. Yes, sir.
- Q. Where were you on the 14th day of August? A. In Boston.
- Q. Where were you on the 25th? A. In Boston.
- Q. Where were you on the 29th? A. I think I was in Boston most of the time.
- Q. Have you known any one by the name of Charles Wing other than the person you have spoken of? A. Yes, sir.
- Q. Who? A. An uncle of mine by marriage.
- Q. Were you named after him? A. I don't understand your question.
- Q. Did you receive the name of Wing from this uncle?
A. I don't think so, but it might be said I did.
- Q. How long have you been signing your name Charles W. Patch? A. About two years.
- Q. Where did you first meet Mr. Charles Wing? A. I think it was in Young's Hotel.
- Q. Who introduced you to him? A. I do not remember.
- Q. What was the nature of his business? A. I understood he represented a New York house.
- Q. What was the line of goods? A. I cannot say.

Q. Do you know of any one in Boston who knows Charles Wing? A. I do not.

Q. How many times have you seen Charles Wing? A. I cannot tell.

Q. Did you meet Charles Wing in the Masonic Temple at Boston? A. I think I met him in the corridor of the Temple. Am not sure whether I sat in the lodge with him.

Q. Can you recall any subject of conversation except insurance, you had when in Charles Wing's company? A. I think we talked on Masonic matters and the business with which he was connected.

Q. Don't you recall the nature of that business? A. I do not.

Q. What business transactions had you with Charles Wing? A. The negotiation of mortgages.

Q. Where were the lands located that these mortgages represented? A. I think they were in Kansas—Reno County, I believe.

Q. Where did you understand that Charles Wing lived? A. I always thought that he lived in Boston or its vicinity.

Q. How long before he negotiated the first mortgage was he at your office? A. About ten days previous.

Q. How did you learn that Charles Wing had money to invest in mortgages? A. At a general conversation at my office.

Q. Do you remember the name of the mortgagors on the mortgages you sold to Charles Wing? A. I do not.

Q. Of whom did you purchase the mortgages you held? A. Of C. N. Brown of Boston.

Q. Did you make any inquiry as to the amount of funds Wing had in the Mechanics' Bank? A. I did not. When I had my second interview with Wing, he showed me a pass book on the Mechanics' Bank in which there were three entries—one for \$250 and another for \$1000.00 I informed him what had taken place at the bank, and he proceeded to explain the situation.

Q. Do you remember who put that letter to the bank in type-written copy? A. I suppose the person employed in the office for that purpose.

Q. Did not you do it yourself? A. I may have done so; it was my custom to write a letter on the machine once in a while.

Q. What took place when Wing came to your office on Aug. 22?

A. I showed him the letter received from the bank, in which was noted the protest of his check. He, in turn, exhibited a telegram, purporting to be from his house, calling him home. He could not, therefore, go to Worcester. Just before he went away he signed a draft for \$3000, the balance, after paying for the mortgages, to be sent to them. I never saw him after that transaction.

Q. Did you lose anything on the \$500 check? A. I did not.

Q. Have you ever had business with any other Charles Wing?

A. I have bought crockery of a man in Boston by the name of Wing.

Q. Did you write the second and third letters to the bank—that is, run the machine? A. I cannot say.

Q. What did you mean by saying in your letter of Sept. 15, that Charles Wing had redeemed the check of \$500? A. That he had paid the protest fees.

Q. How much were the protest fees? A. About \$2. I gave a check to my bank for the \$500, including the \$2.

Q. Have you that check now? A. No, sir. It has been destroyed, with a number of others.

Q. When? A. Last March.

Q. After this trial had been commenced? A. Yes, sir.

Q. And it was after information possessed by you, that it was with reference to your use of the name of Charles Wing, that this proceeding was based upon? A. It was. Will you allow me to explain why?

You will simply answer my question. Time for explanation will come afterward.

Q. Where were you during the week in which occurred the 14th of August? A. In Boston most of the time.

Q. Were you not in Worcester a part of the time? A. My best recollection is that I was not.

Q. Were you in Worcester on the following week? A. I am quite sure I was not.

Q. When were you last in Worcester? A. That I cannot say.

Q. Did you, during that week of Aug. 14, have any other business transaction that you recall? A. Yes, sir.

- Q. You returned from New York on Saturday evening?
A. Yes, sir.
- Q. You went to your office the next Monday morning?
A. I did.
- Q. Were the ladies there when you arrived? A. They were not.
- Q. Where was it in Boston you received the application from Harry C. Smith? A. On Summer street.
- Q. What number on Summer street? A. I cannot remember.
- Q. What business was carried on there? A. I cannot tell you?
- Q. Did you ever meet Harry C. Smith after that? A. I did not.
- Q. Why didn't Smith come to your office? A. The only reason I have is that people generally shun insurance offices.
- Q. Why did you not write in the number and name of the street where he resided? A. I cannot say.
- Q. Where did he live? A. I believe he said in Worcester.
- Court adjourned.

(126 words.)

SECOND HEARING, Friday, Jan. 4, 1:30 p. m.

Mr. Rollins. On last Monday I heard the questions asked by Alderman Worth, and other Aldermen, about the cost of gas, and the price at which we could make gas for the supply of the citizens of Rochester. Mr. Kennedy has been in Rochester since, and has made some figures. I desire to call on him this afternoon to answer some of those questions.

Mr. Kennedy, recalled.

Q. [By Mr. Rollins.] I want to know if you have, since the last hearing, made any plans or drawings of gas works suitable for the city of Boston, for this company, and estimates of their probable cost? A. Yes, sir, I have, partially. You are aware that it is something of a piece of work to do. I have approximately done it. I have set plans which are very close to what we want here, and I brought them over with me, and have them to exhibit to any committee of the Board.

Q. Have you made any estimate of the cost of gas works for the People's Gas Light Co., and also of the cost of laying pipe for the company, to compete with the Rochester Gas Light Co? A. I haven't made any particular estimates in regard to laying pipe here; it is about the same everywhere.

Q. What do you estimate it would cost to construct the works and lay the pipe, for the purpose of supplying gas to the gas consumers in the city of Rochester by this company? A. Well, sir, I should put it about \$2,000,000.

Q. Can you go to work for \$2,000,000? A. Yes, sir.

Q. Now, have you made any estimate about the price at which you can furnish gas to the citizens of Boston; in other words, at what price you can manufacture illuminating gas, at a profit, to the citizens of Rochester who are now buying gas of the Rochester Gas Light Co.? A. Well, sir, the way that I got that question in my mind from Alderman Worth, the last time I was here, was this: He wanted to know about the cost of producing gas, and I have to reply to that, that when we have a fair share of the business here, we

can manufacture and distribute gas at a cost of about \$1.50 a thousand.

Q. What can you furnish that gas to the citizens of Rochester for? A. Well, sir, if we had a consumption say of a million feet a day, on the average, we could sell it for \$2.00 per thousand feet.

Q. That is, at the present price of coal? A. At the present price of coal. Of course, that is a variable article.

Q. What illuminating power would that gas be? A. Well, sir, from eighteen to twenty candles.

Q. Is the company of which you are the manager in New York, the Mutual Gas Light Co., in competition with the New York, the Manhattan, and the Metropolitan Gas Light Companies? A. We are, sir.

Q. Is your candle power greater than theirs? A. It is.

Q. And you furnish it at the same price? A. Yes, sir; it is two or three times as good.

Q. Your bills are less per month than theirs on account of the richer quality or higher illuminating power of gas? A. Yes, sir.

Q. I understand your answer to be today, that gas works, the apparatus, and the pipes for a company to enter into competition with the Rochester Gas Light Co., can be furnished at an expense of about \$2,000,000; and that, in the second place, gas can be manufactured and sold of a better quality than it is now furnished to the citizens of Rochester, by the new company, for about \$2.00 a thousand, provided the consumption is a million feet a day, or three hundred million feet a year? A. Yes, sir.

Q. Are you aware of the number of feet of gas sold by the Rochester Gas Light Co. last year? A. It was stated here at the last meeting as over 700,000,000 feet, I understood.

Q. So that if you had a chance of selling three-sevenths the amount of gas sold by the Rochester Gas Light Co. last year, you could sell it for one-half the price? A. Yes, sir.

Q. Perhaps it will be better for me to ask a question which may be asked you from some other source,—are you in any way connected with the People's Gas Light Company of Rochester? A. Well, sir, when I came here first, I came here as an expert, by invitation; and, after I looked over the ground, I concluded to become a stockholder in it.

Q. You came with the expectation, I believe, of competing for

the contract to make the works, having had twenty-five years' experience as a gas-works builder? A. Yes, sir.

Q. I will ask you now whether you are prepared to take stock in this new company; whether you have confidence enough in the ability of this company to furnish gas to the citizens of Rochester, and make money by it, to take stock in the company, and if so how much? A. Well, sir, if you will look upon the subscription paper, you will see that I have subscribed for two thousand shares.

Q. And are you willing in good faith to put up that amount of money, if the authority be granted? A. I am, sir.

Q. Are you willing, as one of the stockholders to the amount of \$20,000, to be responsible for a part, one-fifth, say, of a sum to put up as a forfeit to the city of Rochester, or to bind yourself in any other way that the city of Rochester chooses, that this company will go on and build the works, lay the pipes, and furnish gas to those who wish to buy it, and not sell out to any other company? A. I am, sir, most decidedly.

(197 words.)

CROSS-EXAMINATION.

Q. [By Mr. Moore.] Will you state the items that go to make up the \$2,000,000 which you allow for the cost of the works, etc.?

A. Well, sir, I have stated, as a gas-works builder, what I can do, and am willing to explain myself in detail to any committee of this Board. I don't know that it is proper for me to stand up here and give the inside of this business publicly.

Q. Do you allow for the cost of land when you say that the entire expense will be \$2,000,000? A. Of course I do, sir.

Q. How much do you allow for that? A. Well, sir, I have only to reply to that, that I am here in the behalf of the People's Gas Light Company. I am not here to tell the Rochester Gas Light Company what I can do. They haven't employed me for that purpose.

Q. That answer was first suggested to you by counsel was it not? A. No, sir, I suggested to counsel whether I should make that answer.

Q. You decline to state what you allow for the cost of land? A. I do, sir, in this way. I say again, I repeat it, that to a committee of this Board of Aldermen, I am ready to give all the particulars, all the figures, but I beg to decline to give them to you. You are not a stockholder in this company, and the business of this company belongs to the stockholders exclusively, according to my views of business.

Q. I am not asking these questions in behalf of the Rochester Gas Light Company. I am asking them for the benefit of the Board who are to hear and determine this question. A. I am ready to respond to the Board in a proper way.

Q. How much land do you allow for? A. Well, sir, we should require several acres.

Q. How many acres? A. Well, I don't think that is important, sir, if the company have the money to purchase them. They will get anywhere from three to ten, if they require it.

Q. Well, would three acres be sufficient? A. Well, I don't think it would be quite enough, sir.

Q. How many would be sufficient? A. Well, that I will determine when I make the ground plan of the works. I haven't done it yet. I never do that until I see the land.

Q. Well, how many acres did you include in your two million dollars? A. Well, sir, I am not prepared to answer that.

Q. Did you make any allowance for any specific number of acres? A. Why, as a matter of course, I did.

Q. Can you state what it was? A. I can, but I decline to do it.

Q. What reason have you for declining? A. Because I don't think, if you will pardon me for the expression, that it is any of your business.

Q. You came here prepared to make a statement in answer to the question of one of the Alderman what would probably be the cost of works of the new company? A. I beg leave to say that I have been for twenty-five years doing this business. I have executed some of the largest contracts in the United States, and I know just exactly what I am about all the time. When parties employ me, I know just how to advise them. I want to say that for information.

Q. I am much obliged to you for the information, but it don't help us along at all. Are you acquainted with the value of the land in Rochester? A. I think I am, sir. I have been posted about that.

Q. How long have you been in Rochester? A. I have been here off and on; I can't say exactly, how many hours, or days, or weeks.

Q. How many hours do you think you have been in Rochester? A. Well, sir, I have been here long enough to know the price of land. I beg to assure you of that.

Q. Well, what is the price of the land that you allowed for these works? How much do you allow a foot or an acre for it? A. Well, land runs all the way from fifty cents to two dollars a foot here.

Q. Is two dollars the maximum? A. I don't know that.

Q. Without going now to the question of the quantity of the land, how much a foot or an acre do you allow for the land you propose to take? A. That I will reply to my Board of Directors when they ask me the question.

Q. You don't propose to tell anybody else? A. I propose, as I said before,—I wish to state it distinctly,—if there is a committee of the Board who want every detail of the thing, I am at liberty to give it.

Q. Will you answer it now if one of the Aldermen will ask the question? A. No, sir, I beg leave to decline. I will answer to a committee of the Board. I don't see the object of the request.

Q. Then, as I understand you, you don't decline because I ask the question, but you would decline to answer anybody here? A. Well, sir, I have just stated what I propose to do. I am willing to give the Board any information they want, or a committee of the Board, but I don't see the propriety of my going into these details here, for the benefit of other people who have no interest in it, beyond the Board of Aldermen.

Q. What buildings do you include in your estimate? A. Well, sir, you know the buildings that are incident to gas works; re-tort house, purifying house, officers' house, coal house, valve house, gas-holder, tank, all those articles that are incident to gas works.

Q. What do you allow for the cost of those buildings? A. I decline to answer that, sir. I decline to answer anything touching that.

Q. How many gas-holders have you allowed for? A. I decline to answer that also. I don't think that enters into the question at all.

Q. How many miles of street mains have you allowed for? A. Enough to accommodate the city.

Q. How many? A. Well, I don't propose to tell you that, sir.

Q. Have you formed an estimate in your own mind how many miles of street main will be needed to accommodate the city? A. Yes, sir, I have.

Q. How many is it? A. Well, sir, I don't know what that has to do with the subject matter, at all.

Q. You decline to state to the Board how many miles of street main you have allowed for? A. I don't decline to state to the Board, but decline to state it to you most decidedly.

Q. I don't ask you to state it to me; but will you state to the Board how many miles of street mains in your judgment are necessary to supply the city of Rochester with gas?

[By Mr. Rollins.] I object to that question, and I will state here that we do not propose to give the Rochester Gas Light Company any information that our stockholders alone should have. We do not propose to tell it publicly, in the hearing of the Rochester Gas Light Company and others, just how much it is going to cost to construct the works to supply the citizens of Rochester, who are now supplied by the Rochester Gas Light Company. We propose to tell them how much we can manufacture and sell the gas for. We do not propose to tell our private business to the Rochester Gas Light Company, or to its agents or attorneys, or to tell our private business to the Board of Aldermen in the presence of the agents of the Rochester Gas Light Company. They may ask the information from now until ten o'clock, and they will not get it. As Mr. Green says, that is information which belongs to the company. You will get it in round numbers what we can do, but you shall not have the details.

Hearing adjourned.

(188 words.)

TESTIMONY OF RICHARD CONLEY.

Q. [By Mr. Willis.] You reside at Beverly Farms? A. I do.

Q. And do business there? A. I do.

Q. What is your business? A. Contractor and builder.

Q. Are you a member of the local committee of Beverly Farms?
A. I am, sir.

Q. In behalf of incorporation? A. I am.

Q. And as a member of that committee have you taken any steps to ascertain the polls? A. I have.

Q. What will be the number of polls in the proposed new town of Beverly Farms? A. 1316.

Q. How did you obtain those figures? A. I was the secretary of the committee appointed by the regular committee for the proposed division of the town of Beverly, and, as secretary of the committee, which consisted of five, I compiled the population, which proved to be 1316.

Q. How did the committee ascertain it? A. They ascertained it by personally going around to the houses and finding out; not that in every case they called at every house, because as a general thing everybody on the place knows who lives in each house.

Q. How many houses are there? A. There are 277.

Q. How many stables and barns? A. 198.

Q. And what is the number of horses and cattles? A. 342.

Q. How many children under five years of age? A. 104.

Q. How many children between five and fifteen? A. 149.

Q. Total number under 21 years of age? A. 384.

Q. Males over 21? A. 472.

Q. Females over 21? A. 460.

Q. Making a total number of how many? A. 1316.

Q. With this population of 1316, how will Beverly Farms compare with the population of other towns in the Commonwealth? A.

It will be larger than 126 other towns.

Q. How does the present town of Beverly rank in that respect?

A. The present town of Beverly is exceeded in population by only 11 towns in the Commonwealth, and if it is divided it will be exceeded by 19.

Q. That is, the remaining part will have a population exceeded by only 19 other towns? A. Yes, sir.

Q. And the proposed new town will be exceeded by how many?

A. By 126, I believe.

Q. What stores, shops, etc., are there in Beverly Farms? A.

There are several grocery stores, blacksmith shops, provision stores, fish stores, millinery stores, carpenter shops, and, in fact, every branch of business is carried on there, where I, for instance, can go and order any sort of material that I want for household or for business purposes.

Q. Is there anything further you wish to add? A. I had a

suggestion to make to the committee, that there are three items here which foot up to a total population of about 1312, the total under 21 years of age, the males over 21 and the females over 21. This explanation I make so that the chairman will not get confused in the total number by adding the children under five years and the children between five and fifteen.

Cross-examination.

Q. [By Mr. Moultry.] How long have you been in business?

A. I have been in business about two years and a half at Beverly Farms, and before that about a year.

Q. Are you alone, or with some one else? A. I have two brothers in business with me at present.

Q. What is your business? A. Contractor and builder in stone work, and roads, etc.

Q. Where is your work? A. My work at present is all in Magnolia and Manchester. I haven't a man working at Beverly Farms, and haven't had one for two months.

Q. Before that how was it? A. Before that, the percentage of my business done in Beverly Farms was about 15 per cent., and outside of Beverly Farms it was 85.

Q. You have made a careful comparison of the amount of your business in Beverly Farms and elsewhere? A. I have, sir.

Q. When did you take the trouble to do that? A. I take the trouble the first of every January.

Q. To estimate the amount of business that you carry on in Beverly Farms as compared with your whole business? A. Yes; I can foot it up in five minutes by taking each contract and job, the total I have in Beverly Farms and outside of Beverly Farms.

Q. What induces you to do it? A. Simply a business propensity.

Q. Is that all? A. Well, in—this—case I should—say that it—is mere curiosity; not that I—ever—had any idea of being asked any—question by the counsel for—Beverly, but—this—year and last I—was so very—much interested in the town, I thought I would look it over and see what it was.

Q. And you have not made that calculation until this year, then, in relation to your business? A. No, sir, I have not.

Q. To ascertain what the amount you did in Beverly Farms was as compared with what you did in other places? A. No, sir.

Q. When did you make the calculation this year? A. I made it this year shortly after the first of January.

Q. And you communicated the result to some one, I suppose? A. No, sir, not to a soul.

Q. Never have up to this time? A. No, sir.

Q. How many contractors and builders are there in Beverly Farms? A. Perhaps I cannot name them all, but I have footed them up, and if I remember rightly there are ten; that includes carpenters, etc.

Q. Firms or individuals? A. Well, I suppose they are all firms.

Q. Your recollection is there are ten? A. As I recollect it; I don't make it as a positive statement.

Q. How many are there in your special line of business, stone work? A. Four.

Q. They are employed principally at the Farms, do you know? A. I should say for the last year, I can say positively that, for instance, Lawrence Watts & Son have had more men employed out of Beverly Farms than they have had there.

Q. How many have they had employed at Beverly Farms?

A. I cannot say.

Q. Have you any means of making an estimate? A. I have no means of making an estimate, no, sir.

Mr. Willis. Mr. Watts is going on as the next witness, if you want to ask him.

Q. What other contractors in the same line that you are in have been employed at Beverly Farms during the last year, and during the last two or three years? A. Daniel Linnehan has last year, and George T. Larkin has, which comprises the four, including Conley Brothers.

Q. They have both been employed at the Farms? A. To a greater or less extent.

Q. How many men do each employ? A. That I cannot say, sir.

Q. Do you know how many men there are at the Farms who are classed as laborers in your petition? A. No, sir, I think not, I cannot say.

Q. Haven't you seen the number 68 given? A. No, sir, I can't say I have, I don't recollect.

Q. What is your idea in regard to that, whether that is a correct statement of the number? A. I have formed none at all, I don't know; I haven't given any attention to it.

Q. Well, sir, I am not going into any particulars now, but the most of the petitioners reside in the village of Beverly Farms, do they not, the larger number? A. I presume they do, yes, sir.

Q. Has there been any building in the village of Beverly Farms during the past year? A. Yes, sir. As I recollect there have been four residences built, besides the engine house. Two of those were built by the so-called summer residents, and two by regular residents, all the year round residents.

Q. How many during the last ten years have been built by those you term regular residents? A. That, sir, I am not prepared to answer; I don't know.

Q. Will you describe a little more particularly the places of business at Beverly Farms? You say that you can get everything there that is necessary for you to use in the course of your business? A. The expression I used, sir, was "order." I can get nearly everything there upon demand, and I can order anything that I want.

Q. You can do that at any place, I suppose, if you can get a messenger to go and get it. Is there any hardware store at the Farms?

A. I beg your pardon, but you misconstrue my statement. I do not mean through a messenger by any means; I mean through a store-keeper.

Q. Is there any hardware store at Beverly Farms? A. Not in the strict sense of the word, a hardware store I should not consider it; but there is a grocery store run by D. W. Handy & Sons. In fact, you might call it a country store. I can buy shovels there and rakes, and have bought them.

Q. That was established within a year? A. It was, sir.

Q. By Mr. Handy, who was a witness for the petitioners last year? A. Yes, sir.

Q. And who testified that he was a contractor and builder last year. Well, sir, what are the other places of business you referred to at Beverly Farms? A. Well, there are fish stores. There is a fish store in connection with a grocery store run by Dennett, and there is a grocery store run by Isaac F. May. I can mention, if you desire it, every store on the place.

Q. Suppose we speak of the fish stores now. What portion of the year are they open as fish stores? A. There is one of them open all the year round; and the other store, one other store, is run by the Boston firm.

Q. Which one is that? A. Murphy's.

Q. That is the one that is open all the year round? A. No, Dennett & Telfer's.

Q. When was that store started? A. I won't say positively, but I should say somewhere about two years ago.

Q. Isn't it within a year? A. I think not, sir.

Q. That you are not sure about? A. Well, I am not sure about that, sir. As regards fish stores, that store is kept open all the year around, and one of the other fish stores is run by Mr. Stockton of Beverly; he does not keep it open in winter, but he sends his team around through the Farms regularly in winter.

Q. From Beverly? A. Yes, sir.

Q. Well, that is all in the way of fish stores, I believe. Now, go ahead and state what the other places of business are. A. There

is another fish store run by Murphy Brothers of Boston, and there is a grocery store run by Messrs. Converse & Greene.

Q. This one run by Murphy Brothers is closed in the winter?

A. It is, sir. There is a small store, a sort of small variety store, a fruit and candy store, run by Mr. May. In the same building there is a plumber's shop run by Perry & Prince.

Q. When was that plumbing business established? A. Last spring.

Q. Since the hearing last year? A. I think so, sir.

Q. Go on. A. Then running up the street we come to the shoe store of Andrew Davis, which is kept open all the year around. Then comes a millinery store.

Q. That business was also started within the last year, was it not? A. I think not, sir.

Q. Are you sure about it? A. I am quite sure, sir.

Q. How long in your opinion, has that business been running?

A. That business has been running for, I think it will be, two years either next June or July, if I remember rightly, from the fact it was started as soon as Mr. Marsh occupied the new store, which was about that time. Then there is an apothecary store in which you can get all sorts of drugs, medicines, and general country furnishing goods. It is a regular country store in connection with the apothecary store. Then we come to Murphy Brothers' fish market, and then to Converse & Greene's grocery store. Then going up to Prides' Crossing to the depot, you strike a fish store, then Wyman's variety store and pool room, and another Post-office. Then there is another grocery store run by John Burchmore, a provision store run by J. W. Paine, another grocery store run by Henry Smith, and another provision store run by Edward Smith. Those are all I can recollect at present.

Q. Mr. Smith's place is in Wenham, isn't it? A. I think it is—yes, I know it is.

Q. Taking the places that you have mentioned since mentioning the apothecary store, how many of those places are open the year round, and how many only in the summer? A. I can't say positively how many are open the year round, but I know positively how many are closed in winter. They are Stockton's fish store, Murphy's fish store and J. W. Paine's meat market, of which he has a branch in the same place, actually making four stores closed in Winter; and

perhaps, I think the plumber is away this winter, which makes a total of five, run by four different men.

Q. Are there no others? A. Not to my recollection, sir.

Q. How many stores were there open at Beverly Farms yesterday and doing business? Were there more than four? A. Yes, sir, there were.

Q. How many will you say? A. I won't guess at it, I won't jump at it; I can calculate it, sir, if you wish to wait. I can count nine, sir.

Q. Nine places that were open yesterday? A. Yes, sir.

Q. From your actual observation? A. Not from actual observation, but without the owner was sick or dying, or something of that sort, I would be willing to assert that they were open yesterday.

Q. Are those all in the Farms, all the places you speak of? A. There are two in the part of Wenham which it is proposed to set off.

Q. You spoke of belonging to a committee, being secretary, as I understood you, of a committee appointed by the regular committee on division? Was that your language? A. Yes, sir, words to that effect.

Q. Who was the treasurer of the general committee? A. I think, sir, the treasurer is Mr. William H. Parkman; that I won't say positively. He was the treasurer, but he was out of town for a short time, and I can't say positively whether he is treasurer now or not.

Q. When was that committee appointed? A. That committee was appointed last spring by a regular meeting of the citizens of Beverly Farms.

Q. Held where? A. In Marsh's hall.

Q. Of how many does the committee consist? A. The committee consists now, I think, of about forty.

Q. And what sub-committees are there? A. Well, there is an executive committee and no regular sub-committee, no regular standing committee besides that, except the committee who have the contribution paper in charge.

Q. What do you call it, a contribution committee? A. Yes, sir, or subscription.

Q. Of whom is the executive committee composed? A. I can't recollect positively now, but to the best of my knowledge, Mr.

Alvin Haskins,—the other two I don't recollect; I think there were three on the committee.

Q. [By Mr. Willis.] Mr. Handy? A. I think Mr. Handy, Mr. Willis, Mr. Handy, Mr. Haskins, and Mr. Darley was on the committee, but he has resigned, and his place has not yet been filled.

Q. [By Mr. Moultry.] Have there been meetings of the executive committee held during the summer, do you know? A. Not having been a member of that committee, I cannot say.

Q. Have there been weekly meetings of any committee held during the summer? A. I think so, during all but about two of the hottest months in the summer.

Q. Commencing last spring? A. Yes, sir.

Q. Have you been present at those meetings? A. I have, sir.

Q. What committee was that? A. The regular committee of the proposed division of the town of Beverly.

Q. And have they met weekly? A. Yes, sir, they have.

Q. Where? A. At Marsh's hall.

Q. In every instance? A. No, sir.

Q. Where else? A. At the chapel in at last one or two instances, to my recollection, two instances, I think.

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

Q. Whom have you seen at those meetings?

The Chairman. What is the bearing of all this, Mr. Moultry? I do not want to take time to discuss it, but can you tell me briefly if you think it is important? A. I do, sir. I would not take up the time of the committee unless I considered it of importance. I will endeavor to make the importance of it appear later, or I will state it now, if the committee desire.

Q. I wish you would give me the names, I do not care for forty names, perhaps, of people who live in Beverly Farms, but I want you to give me the names of some persons you have been in the habit of meeting at those meetings? A. I have met there Mr. Jesse Prince, Daniel W. Handy, Mr. Andrew Stanton, Mr. George Prince, Mr. John Parkman, my brother, Mr. Thomas D. Conley, Mr. Eben May.

Q. I won't trouble you with any more of those names. Have you met Mr. Moore, Mr. John T. Moore? A. No, sir, I have not this year.

Q. Have you seen him there? A. No, sir, I have not this year.

Q. Has he been to any of the meetings, to your knowledge?

Q. Not to my knowledge, sir.

Q. Will you say he has not been to the meetings of that committee during the past year? A. I will not, sir, from the fact that I have missed one or two meetings, I was away on business; but for the rest of them I will vouch he was not there.

Q. Have you seen Mr. Lothrop K. Thornton there? A. To the best of my recollection he was there was once, and only once.

Q. When? A. As I recollect, sometime between the first of October and the first of November.

Q. And did he take a part in the discussions, make a speech at the meeting, or anything of that kind? A. I think not, sir.

Q. Are you sure about that? A. I am quite positive, sir, but I will not make the assertion that he didn't say anything. To the best of my recollection he took no actual part in the meeting.

Q. Wasn't that at a public meeting that you are speaking of? A. I won't say positively, but I think not.

Q. Did you hold public meetings? A. We did, sir.

Q. How many? A. Three, I think.

Q. Before we come to that, was Mr. Augustus P. Lawton present at these meetings of the committee you speak of? A. He was not, sir.

Q. Did you see him at all? A. I saw him once, sir; that was at the second last meeting of our committee, when he came in for a while with a few statistics which were called for.

Q. Was Mr. Darley in the habit of meeting with the committee? A. He was, sir.

Q. James P. Darley? A. Yes, sir.

Q. Now, these gentlemen whom I have mentioned are not what you would call permanent residents of the Farms, are they? A. I might answer that question by saying that they are not what the Beverly assessors in their valuation call non-residents.

Q. Will you answer my question? You have answered something else now. You gave a definition yourself, "all the year round residents"? A. I would answer by saying that they are permanent residents.

Q. Have you any objection to answering my question? If you have and so state, I will ask somebody else. A. I have from the fact that your question is so leading. I would say they are what some people would call summer residents.

Q. Don't others call them so? They are summer residents, are they not? A. In the strict sense of the word.

Q. In the strict sense of the word, we have got that fact, they are summer residents? A. They merely go down there in the summer, I might say for the information of the committee. They are tax-payers, and have been so for years, and some of them live there all the year round.

Q. [By the Chairman.] Where do they vote? A. They vote in Beverly.

Q. [By Mr. Moultry.] Is there one of these gentlemen that is there today,—I don't mean there this minute, but living there now? A. Yes.

Q. Which one? A. Mr. Augustus P. Lawton.

Q. He is the only one, I think? A. I think so, sir. Mr. Darley lived there all last winter.

Q. But he does not this winter? A. No, sir.

Q. He moved into the town just before last winter, and remained there through the winter, didn't he? A. I think he moved in the early summer, late spring or early summer.

Q. You say that there have been three public meetings held at Beverly Farms in favor of division? A. Well, no, sir,—yes, sir, in favor of division. There have been two more.

Q. When were those held? A. One was held last spring, immediately after our defeat; another was held in the fall, and one still later on in the fall.

Q. Those terms are a little indefinite; can you give me the dates in the fall? A. I cannot, sir.

Q. Was there any indignation meeting held about the time the tax bills came out? A. There was a division meeting held somewhere about that time.

Q. And the matter of taxes was discussed at that meeting? A. It was, sir.

Q. Did Mr. Lawton make a speech at that meeting? A. He did, sir.

Q. A speech denouncing the assessors of Beverly for the manner in which they had assessed property this year, was it not, and saying that his place was for sale at the taxed value, etc.? A. I can't recollect his words; I can't say he made that assertion. I know he spoke on the tax question.

Q. And spoke very strongly upon the tax question, didn't he? A. Yes, sir, quite strongly.

Q. Was any action taken by that public meeting? A. No action was taken except to—no, sir, I think not. I think there were two motions made, but one was not seconded, and the other motion was to adjourn. That is the only business done there, in the way of regular parliamentary business.

Q. Did Mr. Morse speak at the meeting? A. He did, sir.

Q. On the same subject, and in the same spirit? A. Well, he simply corroborated Mr. Lawton's opinion.

Q. What other gentlemen who does not live at Beverly Farms all the year round spoke at that meeting? A. I think none.

Q. Have you made any comparison of the amount of land owned at Beverly Farms by the residents and non-residents? A. I have not, sir.

Q. [By Mr. Stevens.] What do you mean by non-residents? Do you mean men who do not live there in town? A. Hardly that; men who are not voters there, but who live there during the summer.

Q. And you cannot tell what proportion of the real and personal property at Beverly Farms belongs to summer residents and non-residents as compared with the people who there all the year round? A. No, sir.

Mr. Moultry. I do not think I will trouble you any further.

The Chairman. Does any gentleman of the Committee desire to ask the witness any questions?

Q. [By Mr. Willis.] Mr. Conley, you said you had frequent meetings of your Committee. How many constituted a quorum? A. Sixteen, sir.

Q. Has there ever been a meeting when you have not had a quorum? A. No, sir; we have had more than a quorum in every case.

Q. You spoke of Mr. John T. Moore as a summer resident; is he a town officer? A. He is, sir.

Q. What office does he fill? A. He is on the board of the school committee.

Q. Elected by the town of Beverly? A. Yes, sir.

Q. And Mr. Lothrop K. Thornton, is he a voter there? A. Yes, sir.

Q. Has he ever filled any public office that you know of, or served on any committee of the town? A. I think he served on some water committee, but I would not say for sure.

Q. Do you not know that he served on the water committee, for this independent water supply? A. I think so, sir; I cannot be certain.

Q. How long does he live there in a year? A. I think he lives there,—well, about six months.

Q. Do you not know that he lives there often times seven or eight months in the year? A. That is merely the best of my knowledge.

Mr. Moultry. Your question is leading.

Mr. Willis. I am continuing the line my brother has established here of leading questions.

Q. He owns property there, does he not? A. He does, sir.

Q. How long has he lived there? A. I think he has lived there fifteen or sixteen years; somewhere about that.

Q. Do you know that he does not own any other house or has not owned any other house, with that exception? A. I think not, sir.

Q. Were these public meetings—you say you had how many, public meetings? A. I think three.

Q. And there might have been four? A. Well, we had other public meetings on other matters.

Q. Who were present at these public meetings besides Messrs. Moore, George Prince, Lothrop K. Thornton and James P. Darley? A. Well, the greater part of the regular citizens; all the tax-payers of Beverly Farms, in short.

Q. How many should you say were present at any meeting? A. I think at the one there in the Chapel there were 124, if I recollect the report of the secretary of the meeting.

Q. What were they, gentlemen or ladies, or both? A. In that case I think they were all gentlemen.

Q. Who spoke there besides Mr. Thornton and Mr. Moore?

A. Mr. Nathan B. Allis, Thomas B. Conley, John Elder, and, I think Mr. Handy. I think Mr. Augustus P. Lawton made a motion which was not seconded.

Q. Are they all citizens and tax-payers? A. They are, sir.

Q. Do they all pay tax on real estate? A. They do, sir.

Q. You had other public meetings there? A. Yes, sir; at which ladies were present.

Q. [By Mr. Moultry.] Will you give me the names of that Committee for soliciting contributions? A. Yes, sir; Mr. Rufus

A. Handy and, I think, Mr. John Elder.

Hearing adjourned.

(99 words.)

United States *vs.* H. Hertz and E. C. Perkins. }
 District Court of the United States, }
 Eastern District of Pennsylvania. }

MAX F. O. STROBEL, sworn for the defendant, examined by Mr. Van Dyke, testified as follows:—

Q. Of what country are you? A. I am from Bavaria.

Q. Have you ever been in military service? A. Yes, sir. I have joined the Bavarian service in the artillery.

Q. Have you ever been in war? A. Yes, sir, during the revolution in the year 1849.

Q. How did you happen to leave the service? A. Well, we were defeated and obliged to leave Baden and go into Switzerland. Then I stopped there and travelled through France and England, until 1851. On the 13th of May, 1851, I embarked at Havre and came to this country, and arrived here in June, 1851. On the 23d of June, 1851, I came to this country. From that time until 1854, I worked for the Government. In the end of January, 1855, I saw Crampton, and received from him the reply.

Q. State the whole of the conversation which took place between you. A. I received from Crampton the reply that he could not tell me at that moment what could be done. A few days afterward, I suppose on the 28th of January, I received a letter from Mr. Crampton.

Q. Is this the letter? A. Yes, sir.

Q. And this the envelope in which it was enclosed? A. Yes sir. [The letter was here read in evidence, and marked Exhibit A.]

(225 words.)

Q. Did he use the words "within the jurisdiction of the United States?" A. Yes, sir, "within the jurisdiction of the United States."

Q. He used those exact words, did he? A. Yes, sir; but he was not sure whether the main depot should be at Halifax or in Canada, and he was obliged to make arrangements with the Gov.-Gen. of Canada. At the very same time he gave me a letter of introduction to the British Consul in New York, Mr. Barclay, and told me he would send a messenger to the Gov.-Gen. of Canada. I went to New York and delivered my letter to Mr. Barclay.

Q. What was this messenger sent for? A. To arrange matters about a depot or place where we could send those men whom we got here in the States.

Q. Have you ever seen a bill like this? A. I have seen that handbill.

Q. Where? A. In Hertz's office.

[The bill was here read in evidence, and marked Exhibit B.]
Another bill here shown witness.

Q. Have you ever seen this bill? A. I have; in Detroit.
[Bill was here read in evidence, and marked Exhibit C.]

Q. You say you went to Mr. Hertz's office, and you saw the recruits sign the book there? Look at that book, and say if that is the book. A. That is the book.

Q. Where did you see that book? A. At Mr. Hertz's office.

Q. Did you see any of the parties signing it? A. There is the handwriting of some of the men.

Q. Will you read me the names of the men you saw sign? A. The names of the officers were cut out.

Q. Do you remember the name of Joseph Purnell? A. Yes, sir; I recollect the names of all the men in my company.

Q. Go on and state what you did after the men enlisted? A. After we had more than 100 men, we gave them cards and told them we would be ready to start on Sunday, the 25th of March, 1885, on the steamer *Delaware* in the morning, for New York.

Q. What did you or Hertz tell these men? If you told them anything, what was the understanding? A. The understanding was that these men who signed this book—

JUDGE KANE: Was the understanding announced in the presence of Mr. Hertz? A. Yes, sir, in the presence of Mr. Hertz. The men were told that there was a foreign legion now established in Halifax.

(34 words.)

CASE U. S. *vs.* J. F. JONES.

CHARGE TO THE JURY, WILSON, JUDGE.

Mr. Foreman and Gentlemen of the Jury:—

This offence which you have been called upon to try, is one under Section—or supposed to be described under Section 186 of the Federal Laws, and as amended in September, 1882.

Now, as you understand, while a great majority of criminal proceedings which are carried on in the interest and for the protection of society, are in the State courts, there are certain matters in reference to affairs of the government, which are left exclusively with the general government. The matter of the mail service is one, and it being the duty of the general government to furnish mail facilities, there goes with it necessarily the power to regulate the manner in which it shall be used. It is within the power of the general government to say what class of matter shall be carried through the mails. This power was so lodged with the general government, and was justifiable under the general constitution for its moral effect, the object being to obtain a better condition of society, and to see that the mails are not used for improper purposes.

In making those remarks the Court, of course, does not intend to pass any judgment with reference to the matter charged in this indictment. I desire simply to say, that this matter is within the province of the general government, and Congress having passed upon questions of this kind, and declared that no matter of this nature, shall be carried through the mails, that principle is settled; it is not for you or the Court to question the policy or advisability of the law; you must take it as it is.

It is provided that no letter or circular concerning so-called gift concerts or other similar enterprises offering prizes, or concerning schemes devised or intended to deceive or defraud the government, or obtain money under false pretences shall be carried through the mails.

As amended it provides "No letter, postal-card or circular, concerning any lottery, so-called gift concert or similar enterprise offering prizes dependent upon lot or chance, or concerning schemes devised for the purpose of obtaining money, etc,"

I understand the 1st and 2d counts to be based upon that paragraph in the law, that no papers relating to enterprises offering prizes dependent upon lot or chance, shall be sent through the mails.

In the 3d count the government relies upon the charge which sets forth the offence of depositing mail matter of a scheme similar to a lottery.

Of course you understand that an indictment is a matter addressed to the Court, and the Court rules upon any questions of law arising therein; it is not submitted to you, and there is no question submitted to you in the 1st and 2d counts.

There was no evidence to show this was such a scheme strictly speaking, but the question for you to decide, is whether the defendant is guilty under the 3d count of sending mail matter with reference to such a scheme for defrauding the public; a scheme which involved lot or chance, and I say to you upon this question that the government must go farther than to show that this was a general scheme to defraud, must go farther and show that there was at the bottom, or at the foundation, evidence under this indictment that it was a scheme calculated to cheat the people; I think under this indictment, you must be satisfied that here was a scheme which involved the distribution of prizes to be ascertained through lot or chance, and under that count, there is evidence for you to consider, and it is for you to say, in view of all the evidence whether the respondent is guilty of carrying on a scheme here for the distribution of prizes dependent upon lot or chance, whether he used the mails for the purpose of getting his scheme before the people. There is no controversy about the fact that these papers, these circulars before you, were used by him in connection with his business, and that they were sent through the mails.

Now, gentlemen, you will read these papers, look over them carefully. Of course you will understand that in a criminal matter, where the intent is material and the substance immaterial, that the defendant cannot arbitrarily shield himself from the results which would follow from an unlawful transaction by printing it in a way

which might or might not on the face of the paper seem simply a matter of contract—I do not know whether I make myself clear. You are to look at these papers, not in the sense of a contract, but with a view of ascertaining whether the man who originated them sent them through the mails as a scheme by which through the use of the mails he was to obtain money from the people and determine by lot or chance who, if anybody, should get something in return.

Now it has been said on the one side, that there are many characteristics in these papers which indicate a scheme for defrauding the public, but if read carefully, it will be ascertained on the other hand, nothing but a business scheme which is well understood by the party who purchased the certificate or ticket, whichever it is called,—I do not think it makes much difference,—and that there is no lot or chance involved at all; it is a matter which depends upon a will as to which will draw the prize and which not, being an arbitrary thing which the person understood.

If as a matter of fact you find that this was a scheme which the defendant understood to involve no matter of chance or lot, which he intended to control by his own will, arbitrarily without any lot or chance, and the public thought he was to do so, understood it, then I do not think him guilty.

But, if on the other hand, you find in looking over these papers [and consider not only the papers and circulars, certificates or tickets, consider not only that, but the evidence as to his conversations with reference to this matter,] after looking over these papers and considering the evidence and arguments of both sides, you find that in fact this was a scheme involving lot or chance, and a scheme for defrauding the public, it is your duty to convict. It is a question for you to determine for yourselves; not a question that I have anything to do with. It is your peculiar province to decide. You have heard the views of counsel with reference to it, and I have endeavored to state what the question is; whether the respondent is guilty of originating a scheme for defrauding the public, a scheme which involved lot or chance, in the distribution of prizes, and whether he used the mails for the purpose of carrying on the scheme; if so, he is guilty. On the other hand, if it was not a scheme which involved lot or chance, it is your duty to acquit, and upon this question it devolves upon the government to show that this first view is correct.

[Request by U. S. Atty.]

I am requested to say by way of explanation of an expression I have made—that the scheme must be one involving lot or chance—and call your attention to the fact, that the statute provides that no letter, postal-card or circular concerning any scheme for defrauding the public, so-called gift concert or similar enterprise offering prizes dependent upon lot or chance—this is what I mean, that a scheme must be one for defrauding the public; it must be one offering prizes dependent upon lot or chance. If you find under all the circumstances, in view of the circulars, in view of the certificates of shares, or called by the other side, tickets,—it makes little difference what it is called, it cannot change the nature of the thing,—it was a scheme for defrauding the public, dependent upon lot or chance, it is your duty to convict.

If merely a fraudulent scheme of some other character, where the defendant was to control it by his own will, it would not be within this section of the statute.

You will remember the testimony and suggestions of counsel, and determine what ought to be done.

(192 words.)

OPENING ARGUMENT OF J. H. MANN, ESQ., FOR THE REMONSTRANTS.

Mr. Chairman and Gentlemen :

The town of Summerby is situated on the main line and also on the North Shore Branch of the Provincial Railroad, twenty-five or twenty-six miles from Boston, and extends from Hingham on the west, to Norton on the east, and from Peru to Worcester, and to the harbor.

Summerby is a small town, containing about 8,600 acres. It is about two-thirds the average size of towns in the state. The average size is some 13,000 acres, and of the 326 towns in the state, 246 are larger than Summerby, 5 are about the same size, and 73 smaller.

It would be a misapprehension of the facts, to believe that Summerby consists substantially of two villages. That is not the fact. It is a town with a number of villages. The largest village of Summerby extends from the North Shore Railroad crossing, and consists of about five hundred acres of territory, and has a population of some 6,500. On the left, towards Norton, is the village of Lake Side, a small village, including the adjoining settlement at Swift's Corner, having a population of some six or seven hundred. It is situated two or three miles from the principal village in the town, and it has, as at West Summerby, what are claimed to be all the appliances of a village or of a separate municipality. They have the schoolhouses, engine-house, church, etc.

Then passing on towards the so-called division line you have the village of Lanesville, where there is also a school, an engine-house, etc., and a population of some four or five hundred people. Following that, down towards the Cove, there is a village at the Cove of 1,000 to 1,200 inhabitants; a village where there are more school children than at West Summerby.

So that, leaving the largest village out of account, you have in other parts of the town, in the outlying districts a population which

by the figures which have been given away this year by the petitioners, is more than twice as large as the population at West Summerby village.

I find that there is nothing upon which there is a greater misapprehension than as to the residence of the farming population of Summerby.

The inhabitants of West Summerby are in favor of division. The farmers of Summerby are unanimously opposed to division.

The real farming land in Summerby, being at the southwestern part, at Lake Side, extends up nearly through to the left of the village of North Summerby, and then cross to Lanesville, and from there, following the road again, down to the Cove. The fact that one hundred and twenty-five men own farms, and about two hundred and sixty men are engaged in farming in Summerby, and the number of farms in that part of the town, were given by Mr. Brown in his testimony of last year, which will be submitted to you. There are only one or two men, at most, who have, at West Summerby village or within the limits of the proposed territory, anything that can fairly be called a farm. There is only one farm of even twenty acres.

Summerby is situated upon the sea, and the coast line from Dorchester to the bridge is some five miles in extent. The most valuable part of the seashore property is the land beyond Wood's Point. The petitioners' witnesses, have heretofore testified, that the tide ceased to be objectionable at that point. East of that point, the shore land is of much more value than it is towards Summerby. The price of of land has always been greater.

Taking the division line as it stands represented upon the map, you see how small a proportion of this most valuable shore land, would be left in Summerby in case of division.

I may say that the land of West Summerby is the only land that of late years, has been largely increased in value, and has been increasing in value, as we believe, substantially down to the present time. The tide leaves the lands on the Summerby side, although they are occupied by small residences to some extent. The land by Summerby bridge is occupied for business purposes. The region

(379 words.)

beyond, consists of a river which runs down to a channel, and the land there is not a seashore property in any sense of the word.

The distance from the Town Hall in Summerby to Smith's Corner, which is the centre of population of West Summerby is 3.9 miles, as ascertained by actual measurement, and testified to last year. The distance from the Town Hall in Summerby to Thissel's bridge, which is the bridge over the brook that is chosen as the division line, is 1.7 miles. The distance from the Town Hall in Summerby, to Bald Hill, which is in Lanesville, is three miles.

There is, as I said, quite a village there, and there are no means of communication; that is, there is no railroad, no horse cars, from that point to Summerby, so that the means of communication between that part of Summerby and the town, are so much more difficult than they are from West Summerby, where there are two stations, one located at Smith's Ferry, so called, and one at West Summerby village. There is also communication as far as Summerby Cove, close to the proposed line, by horse cars.

The population, the native population, of West Summerby, or the total population of West Summerby, is stated this year, as about one thousand. Our figures make the population less than one thousand. We think that the facts show that there were last year only a few more than eight hundred people at West Summerby, and over eight thousand people in other parts of the town, and the petitioners' claim is that they are entitled to take, what has heretofore been one-half of the valuation, real and personal, of the town of Summerby, and is a little less than that, this year.

This map that we present, is in different colors, for the purpose of showing how much in extent is owned by the different people who live in the territory of the proposed new town. It is essential to our case that the committee should understand what the ownership of the land at West Summerby is; and we accordingly, have had the map prepared with these colors, for the purpose of showing first, how much is owned by the petitioners and by the native residents, who are said to be the real petitioners in this case.

The blue represents the portion of territory owned by the native residents of West Summerby, people who live there all the year round and are citizens. The dark red represents the property owned by the summer residents, people who reside in Summerby, but who really

reside there only during the summer. The part colored light red represents non-residents; that is, people who have summer residences in Summerby, but do not pay their personal taxes there, and are not voters there. This map was prepared two or three years ago, and represented the state of affairs at that time. Since that time, by the change of legal residence of some of the shore people, who now pay their personal taxes elsewhere, the amount of territory that should be of a light red color, should be considerably increased. The part that is colored green, represents the amount owned in the proposed new town by residents of Summerby; that is, the other part of Summerby, what would be left in the old town in case of division.

The permanent residents own only five hundred and seventy-five acres out of a total of three thousand, or less than one-fifth in extent of the whole territory of West Summerby. There are seven hundred and seventeen acres owned by Summerby residents, or more than are owned by the native residents at West Summerby.

Of the houses at West Summerby, of two hundred and fifty-six houses, one hundred and three belong to non-residents, and other to summer residents.

So far as valuation is concerned, and perhaps it is as striking a fact as there is in this case, the valuation according to the figures of the present year, shows that the entire taxable property of the permanent residents at West Summerby, real and personal, is only about \$365,000. These men who claim to be the real petitioners, own \$365,000 of property, real and personal, and the balance of \$5,414,900 is owned by persons who reside in Boston and elsewhere, and have no local interest in West Summerby at all.

So far as the land between the division line and the black line that is drawn on the map is concerned, the land which has been described by Gov. Brown as the Gore, there are perhaps two hundred acres of the most valuable land there that are owned entirely by wealthy Boston men. There are but very few resident property owners in the Gore at all, and of those, there is not one, so far as I know, although I have not examined the petition carefully this year, who are petitioners. Every year they have remonstrants from that part of the town.

The committee will see that this property is nearer to Summerby, than it is to the village of West Summerby, so that school chil-

dren, for instance, will have to go two miles to the schoolhouse at West Summerby, instead of going three-quarters of a mile to the schoolhouse at the Cove. If you should draw a line, coming out of Mr. Watkin's place, up and down the map, a north and south line would as you see by the coloring on the map, place the whole village of West Summerby and about nine-tenths of the petitioners on the eastern side of that line.

It is not my purpose to present any arguments in this case, but to state the facts, and our claim is: This matter of division of Summerby is a Boston scheme; that it was got up by Boston men; that it was backed by Boston money for the benefit of Boston capitalists; and must ask you to permit me to go over the facts in relation to the origin of this petition, although it involves repetition which, to a large extent, is unavoidable in this case.

The village of West Summerby, I may say, had not, up to 1885, increased in population. You will find in the testimony of Mr. A. B. Curtis, testimony in regard to that fact. The population was no larger in 1885, than it had been for twenty-five or thirty years previously. There was no special business there. The only shoe factory that is there now, had not been located at that time, so that there was no demand from the growth of the village, or from any business interest there, for a separation from the town.

There had never been any feeling or want of harmony between the two sections of Summerby,—that is not claimed by the petitioners. I believe it to be a fact, that if two months before the month of September, 1885, the question of the division of Summerby had been submitted to a vote of the people of West Summerby, the majority against division would have been large.

Something occurred in that year 1885, and particularly in the fall of the year, to change the sentiment of West Summerby people, in regard to division, and we desire to show you what it is. In April, 1885, the street railroad company petitioned to the selectmen for leave to lay tracks to Summerby Cove. The track was not going to West Summerby at all, but to the Cove; and it actually, as located, stopped a little on the Summerby side of Jackson's bridge, which they had chosen for their division line. At once there was an objection on the part of the people of West Summerby.

Mr. Thornton, a summer resident, on the 15th of April, wrote a

(446 words.)

letter to a Summerby newspaper, in opposition to the location of the horse railroad track, and said that the proposition was then to go to the Cove, but that it was the "entering wedge to go to West Summerby," that it was a "menace to West Summerby," and suggested that a division of the town at a point somewhere near Chase's Corner, substantially where the petitioners now place it, would be the best solution of the difficulty.

I undertake to say, gentlemen, this was the first suggestion of any serious purpose, or of any purpose, for a division of Summerby.

The division agitation did not begin in the early part of the last century. It did not begin in 1869. It began in April, 1885, when Mr. Thornton, a summer resident, wrote that letter.

Who was Mr. Thornton? Mr. Thornton was a Boston man, who resided in Beverly in the summer. He was at that time trustee of an estate of a little less than a million of dollars, which for twelve years, or about twelve years (I am not giving the exact time), had no taxation anywhere.

Mr. Thornton followed his first communication with another letter, published soon after, advocating the division of the town, with a line drawn about where it is now petitioned for. Soon after, he tells us, that in that same month of April he was returning from town-meeting with two or three persons who had been up from West Summerby to town-meeting, and the conversation, he says, turned upon the difficulty of attending town-meetings from West Summerby, and it was suggested then to those men that the division of the town-meetings in Summerby, was expedient.

Then the work began to take on some more active form. I don't know that it did through the summer, but later in the same year, a meeting was called at the residence of Mr. W. S. Smith, a summer resident at West Summerby, who has had a residence at West Summerby ever since, but who now is a citizen of the town of Bourne, having changed his legal residence. There were present at that meeting some of the native residents of West Summerby and other men, Boston men, Boston capitalists, residing in Summerby.

At this meeting in Mr. Smith's parlor, some figures were presented by Mr. Thornton, which, according to the petitioner's evidence, were not quite satisfactory to the gentlemen who were present. The meeting was adjourned to another date, when they met again at Mr.

Smith's house. The figures, I presume, were more satisfactory at that time, and then it was decided to call a meeting of the citizens of West Summerby upon this question of division.

That meeting took place Oct. 8, 1885. I want you gentlemen to see who were there, who managed and controlled it, and what propositions there were made at this time. It bears pretty directly on the assertion that is made by Brother Wilson, that this is a movement of the native residents of West Summerby, who come here to petition because they want to be in a separate community.

Well, they did choose Mr. S. P. Jones, a native resident of West Summerby, as president of the meeting, but Mr. Franklin Davis, a summer resident, was the secretary of the meeting, and he explained the map to the meeting, and he spoke in favor of division. But the principal man who was there, so far as division is concerned, was Mr. Thornton, who had first suggested it; and when they called for information at that meeting, Mr. Thornton was the man who had the information ready, and he made a report there, and that report contains the germ of everything that has ever been put into the division case from that day to this, excepting the tirade against the town on account of taxation, that has been made since 1886.

It is quite interesting to look over Mr. Thornton's report, and I desire, before we get through, to offer it in evidence. He suggests one inconvenience and another, and among other things, he tells the native residents of West Summerby that "the distance of this part of the town from the High School, is also a deprivation and injury," and argues the question of children going to school upon the trains. This man, who never had taken the slightest interests in the schools of West Summerby, and cared no more for them than he did for the schools of Canada, for a purpose of his own, was inciting the citizens of West Summerby to believe that they were ill used because their children had to go three or four miles by train, to the Summerby High School.

(368 words.)

CLOSING ARGUMENT OF EX-GOV. BROWN.

In 1886, Mr. F. L. Morton said to Mr. Hills, "A lot of us propose to pay our taxes there, if we can have the town set off from the old town of Summerby."

Mr. F. H. Carter said in 1886, "William Powell Mason is in Walpole, N. H., and he is not coming back to West Summerby." But he is there now and pays his personal tax there.

This is no place for epithets, and if it were I should be the last man in the world to use them. I shall call nobody a "tax dodger," or anything of that kind, not even a "bird of passage," but I say that that little community down there that asks for municipal organization would, if incorporated, be a home for the weary, it would be a snug harbor, it would be a haven of rest.

If anybody runs out, many will run in, and some time or other, I have no doubt, the wanderers will return. As they land upon the familiar shore, I trust that from Mr. Meredith's opera house will go out the welcome strains, "Home again, home again, from a foreign shore."

What is best for Massachusetts? What is the true policy as to the division of towns? Let us see. What is the best for Massachusetts?

In 1849, on a petition for the division of Newton, the committee said,

"We are not in favor of altering the boundaries of towns for trifling causes. We have no desire to remove ancient landmarks unless some adequate reason is presented, and in all cases the burden of proof is on the petitioners."

And the Legislature of 1849, to which that report was presented, contained as members men afterwards well known and honored,—

Henry L. Dawes, George S. Boutwell, Alexander H. Bullock, William Claffin, N. P. Banks, Benjamin R. Curtis, John Wells, Otis P. Lord, Charles Devens, Jr., J. Lothrop Motley, Whiting Griswold, Ensign H. Kellogg, John C. Gray, and many others. They gave character to that Legislature.

Now, it is claimed here that there is another rule that controls now, and which has been cited by Mr. Wilson, as the "Spofford Rule," simply because Mr. R. S. Spofford, a member of the House in 1859, made a report upon a division case, and put something into his report which has been dignified by calling it the Spofford Rule. This is it:—

"It is the public policy of the State, in the opinion of the committee, to create new towns, whenever and wherever a necessity requiring such a legislative action is seen to exist. And the consideration of that necessity may, or may not be limited to local circumstances and may or may not extend so far, as to include the public interests of the State. So that, as respects the creation of new towns, the rule of practice as well as of right has come to be, that, whenever the elements of a town are shown to exist, that is to say, sufficient area, population, wealth, and capability to manage municipal affairs, and further shown that it is the unquestionable wish of the people living upon the territory to be incorporated as such, that then, if no injury shall accrue to any other town of interest, the Legislature, under such circumstances, will, in the exercise of its power in this regard, be guided by the will of the people, and grant their request."

I will not take time to read it in full, but that has been called "The Spofford Rule." This was promulgated in 1859, when the town of Bernardstown sought incorporation against the remonstrance of Watertown, West Cambridge, and Waltham. The bill passed, and in the House, the vote was, for its passage 119, and a vote against it of 105.

Anybody who has ever read the Supreme Court reports, will readily turn back to the case of *Frost vs. Bernardstown*, and will learn what the Supreme Judicial Court of Massachusetts thought of the proceedings connected with the incorporation of that town. It will be found to be good healthful reading for a man who is despondent of the conditions of American life and American legislation.

The Spofford rule was advanced by a majority of the committee,

and of that committee (this was in 1859) I find that Mr. Nichols, of Roxbury, was a member. Mr. Spofford has gone to his final reward, and cannot tell us now of his subsequent impressions or experiences; but Mr. Nichols is living. He is Mr. Robert C. Nichols, of Boston, perhaps better known to some people, as Bob Nichols, possibly better known to other people, as the King of the Lobby. He is still with us, and in the flesh, and, although he, perhaps, has not announced himself on this question, I think it might be assumed, that Mr. Nichols is in favor of division without doubt, and that he adheres to the Spofford rule.

So I will call this, hereafter, the Spofford and Nichols Rule.

Look at the other side of the question. The minority of that Committee said:

"The undersigned saw no elements of a new town, either mechanical, manufacturing, or mercantile, but only a suburban retreat for men of wealth.

"We were satisfied that incorporation would aid the petitioners to escape their just share of the expense of support of poor and of education and to form a small town exclusively of men of wealth, and to which others of like character, would resort to escape equal taxation elsewhere.

"We believe that any additional wealth the petitioners might acquire by incorporation would be, by reducing the value of the property of others to a greater extent, and by a violation of the principle of equality in rights, burdens, and advantages."

"Repeated appeals from the judgment of past Legislatures, ought not to induce unjust judgment because of importunity."

I find in the negative of that vote, on the incorporation of Bernardstown, the names of two gentlemen, then representing the city of Boston in part in the House, recorded as against that proposition, to incorporate Bernardstown, and recorded as sustaining the paragraphs that I have read from the minority report. Those two members of the House from Boston, were Edwin Singer * and Levi Thornton.

I call that rule that I have last read, the Singer and Thornton Rule, and I put it against the Spofford and Nichols Rule, and I think that the Singer and Thornton rule ought to stand in this case, and that those doctrines that were declared there, should go to the perpetuity

* Chairman of West Summerby Committee, 1887.

and substantiality of our institutions, and that those two gentlemen, in 1859, when not confronted with the private interests which they have in this case, the principles involved being the same, declared themselves in speech and by vote, as adopting that report against the incorporation of a town that should take away from Boston, or from any other community, the property that ought to be taxed, leaving the burden upon those who ought not to be compelled to bear it.

I ask those same two gentlemen to read that report today, and reconcile the movement of today, with their action in 1859.

It is not the policy of Massachusetts, to increase inequality.

It is not her policy to establish club towns, and to set up class distinctions and grinding inequalities.

It is not the policy of Massachusetts to violate the fundamental principles, upon which the government of this State has been founded and maintained until now.

To take the course that is recommended is to import here upon us the frightful dangers that assail the integrity of governments in the Old World. As our fathers said in our Declaration of Rights:—

“Government is instituted for the common good; for the protection, safety, prosperity, and happiness of the people; and not for the profit, honor, or private interest of any one man, family, or class of men.”

Any policy that takes from one town or city, and transfers to another taxable property tends toward grievous injustice.

Legislation that facilitates the removal of personal property from one town to another, and its concealment in whole or in part, so that it escapes its just share of public burden, is radically wrong. There are too many instances now confronting us.

Owners of personal property taxed in Boston at \$8,225,000, removed to eight towns, and the personal property in all those eight towns, increased only \$2,435,239, making a loss to Boston, and to the State of the just tax, on \$5,789,761.

The State commission on taxation (Thomas Hills, Julius H. Seelye, and James M. Barker) reported that “more than nine millions found lodgment in only eight towns, where, upon the ‘club principle,’ the owners were able to combine the advantages of rural assessment with city privileges. In some of these eight towns, notwithstanding the provisions of law which the assessors were sworn to obey, more

than a difference in the rate of taxation was accorded to the citizens who had so much property that they could not afford to pay their taxes."

I say that the practice is vicious, inequitable, and impolitic. It threatens danger to the institutions of this State. It arouses animosity; and we all know well enough, that there is no need of doing that gratuitously; it violates the safeguards of freedom and equality, before the law,—and no State can safely sanction that.

You remember that Lord Macaulay said, in 1857, in a letter in which he was discussing the principles and policy of Thomas Jefferson, that the time was coming, in his judgment, when America would be rent in twain, notwithstanding her constitutional form of government. He put out dismal forebodings of what would come when one class of men were arrayed against another, and he looked for it in a not distant future. But he did not understand American institutions. He did not discover that in the constitution of society, our people are not fixed in classes naturally; that they go from one to another; that a man can here rise, from the lowest ranks to the highest; that a man when he is born, and when in his cradle, might be poor, and of obscure lineage, but before he dies, he may be crowned with the highest honors of the nation. Lord Macaulay did not recognize our universal system of education, which benefits the poor as well as the rich. He did not discover at that time that the whole current of American sentiment was against the establishment of distinction, and the dividing of people into classes in this country.

That was more than thirty years ago; and although those evils that he referred to, will never come, you must guard well against any legislation which carves out of our territory, a town or class, and leaves over the other side of the line, another town in which another town lives, one to look across to the other, and to produce feelings of animosity and ill-will that would lead to the breaking, possibly, of the integrity of the Government. The danger that that Englishman foresaw, will not come in the way that he anticipated, and will not come in the other way, because the Legislature will not do a dangerous thing.

This is not any prejudice against rich men that I am inculcating. May their number increase! May everybody in time grow rich!

(416 words.)

But we want men as well as money. We want to retain manhood as well as dollars.

“Ill fares the land to hastening ills a prey,
Where wealth accumulates and men decay.”

Let us not dismember our towns, and create resorts for selfish people, who, in their wealth, think that they owe no duty to anybody but themselves.

I should say to you that you should not, as a general rule, incorporate any town as against the remonstrance of the parent town; that you should submit the question to the parent town; that that is local self-government in its best estate, and that that has been the general practice of the State of Massachusetts from the beginning.

So was Summerby incorporated with the consent of Fitchburg. Fitchburg was older than the General Court, and Summerby was set off by vote of Fitchburg.

When Trout River, now Summerby, first applied to the General Court to be made a separate town, in 1657, the General Court told the petitioners to ask Fitchburg. The following is the answer:—

“In answer to the petition of inhabitants of that part of Fitchburg on the north side of the ferry going to Peru, humbly desiring to be a township of themselves, etc., the Court do judge that the petitioners should make their address to the town of Fitchburg in reference to their requests, and they agreeing to mutual satisfaction, this Court will be ready to answer their just desires in their petition and orders the town of Fitchburg to give the petitioners a speedy meeting to effect the same.”

Nine years later, Trout River again made application to the General Court, and was again sent back to Fitchburg, and in 1668 Summerby was set off by vote of Fitchburg. In the Massachusetts records of 1668, indexed as, “Fitchburg’s concession to Trout River” (now Summerby), is the following answer from the town of Fitchburg:—

“The answer of the town of Fitchburg to the Court’s former order is that we do not see cause to consent further. We say, that if our brethren and neighbors of Trout River side, desire to be a township by themselves and are content with the lands already set out to them, we consent to that.”

The act of incorporation reads:

"The Court, on perusal of this return, judge it mete to grant that Trout River be henceforth a township of themselves, referring it to Fitchburg to accommodate them with lands and bounds suitable for them, and that they be called Summerby."

You have heard the testimony of Mr. Grant, and have seen the lists he presented. You can see for yourselves what are the facts in the different counties, as there presented.

In Barnstable County there has been only one town divided, for eighty years, when Bourne was set off from Sandwich, and the representative from the district voted for the division.

In Berkshire County, no town has been incorporated for eighty years, except by the desire of the town divided.

In Bristol County, no town has been incorporated for sixty years, except by vote of the town divided.

In Franklin County, for sixty years every attempt has failed.

In Essex County, during a third of a century, there have been constant attempts to incorporate new towns, but not one has succeeded, except by the vote of the town divided.

In Hampshire County, for sixty years every attempt has failed.

In Hampden County, every attempt has failed for a third of a century, except by the vote of the town divided.

In Middlesex County, there are twenty-eight towns which have been set off by the vote of the town divided.

In Norfolk County there are thirteen, including Avon, which is the last town incorporated in Massachusetts, with only one dissenting vote in the parent town of Stoughton.

In Plymouth County, eleven towns have been set off by vote of the town divided.

In Worcester County, twenty-six towns have been set off by the vote of the parent town, while for fifty years no town has been incorporated, except by vote of the town divided, excepting Hopedale, which was a Republican, no-license district, in a large license town.

Such has been the history of 140 towns in the Commonwealth. It has been the history in all the Counties of this Commonwealth. And so it has been everywhere. I will stop a moment to speak of Millis, as my friend seems to object to Millis's being included in among the cases where the parent town did not oppose. But the

town historian says that there was "no serious opposition from any quarter" to its incorporation. My learned friend, who carried through triumphantly the bill, of course saw a great many difficulties in advance, and as he looks back to that, he regards it as a great victory, and we all congratulate him upon his success; but there were not really, a great many opponents of that petition, and it went through *nem. con.*

Gentlemen, I thank the committee for their great patience and their very careful attention. If I have urged the side of Summerby with the force and strength that is in me, it is my duty. If I have been emphatic about it, it is because I believe in her case, and because it is in accord with my experience and training.

If I tell you that the Town of Summerby has an interest in this matter, it is because she speaks in one voice with all Sussex County, who never would see a thousand of her people down-trodden by anybody's mismanagement and tyranny. Sussex County is a unit against this proposition. And how shall men of Bristol and Berkshire, and Hampden and Franklin know better what is just and right, and what is fair, than the people who are all around Summerby, and have no personal interest in the matter.

And if I tell you that the whole state of Massachusetts cares for this really above many other things that seem to be of greater consequence, I only speak what is the spirit, as I believe it, of those who actuated the movement for the foundation of this Government, and of those who, in every-day life, in quiet homes, in the shop, or on the farm, in industry or leisure, in this Commonwealth, are today deeply interested that no wrong may be done. [*Applause.*]

(297 words.)

THE END.

Appendix.

LIST OF COMMON LEGAL WORDS AND PHRASES.

Compiled by Cora E. Burbank.

A.

A cancellis A consillis A contrario sensu A fortiori A latere A me A mensa et thoro A morte testatoris A posteriori A quo A retro A vinculo matrimonii A ver et tener A fine force A large A tort Ab actis Ab agendo Ab ante Ab antiquo Ab extra Ab inconvenienti Ab inde are Abater Abbrochment Abduction Abearance Abere-murder Abet Abeyance Abigeat Abjuration of the realm Abnormal Abroachment Absolute warrandice Absque hoc Absque tali causa Abuttals Ac etiam billæ supra protest Accessory Accomplice Accompt Accretion Accroach Acquittance Acquest Acre fight Act of bankruptcy Act of supremacy Action Penal action Petitory action Possessory action Rescissory action Transitory action Acts of Sederuni Ad captum vulgi Ad communem legem Ad diem Ad exitim Ad fidem Ad firmam Ad hominem Ad idem Ad infinitum Ad inquirendum Ad interim Ad jura regis Ad largum Ad litem Ad quem Ad quo damnum Ad rem Ad respondendum Ad sectam Ad valorem Ademption Adeprimes Adesouth Adherence Adjective law Adjudication in implement Adjunctum Admeasurement of Dower Admeasurement of Pasture Adminicle Adminicular Adminiculum Administrare Administration Ancillary administration Adscripti glebæ Ad sectam Advenir Adventure Advisement Advocate Advocatio Advocation Advowee Advowson Advowson appendant Advowson in gross Advowson presentattve Ayle Ætate probanda Affaire Affer Affiant Affidare Affidavit of merits Affiliation Affirmant Affirmance Affirmation Afforcing the assize Agait Age-prayer Affray Affreightment Aftermath Agent and patient Aggravation Agild Agiser Agistment Agister Agnates Agnation Agniser Agnomen Agrarian Aider by verdict Ainsie Aisne Ajant Adjourner Ajuger Alba firma Album breve Alias Alias dictus Alias writ Alibi Alien Alien amy Alien enemy Alienate Alienation Ailment Alimony Aliquid Allegare Al-

legation of faculties Alleging diminution Alieu Allision Allo-
 cation Allodial Alloigner Allonge Allotment note Alnage
 Alodium Alors Alta via Altarage Alternatim Alternative
 Altum mare Amalphitan Code Ambactus Ambidexter Ambigu-
 ity Amenable Amende honorable Amercement Ameser Amic-
 able action Amortisement Amour Ampliation Amy Anac-
 tocism Ancestor Ancestral action Anchorage Ancient domain
 Ancillary Anecius Anientisement Animus Animo et corpore
 Animus et factus Animus domini Annates Anni nubiles Annu-
 ity Annus et dies Annus utilis Annoyer Annoysance Ante
 omnia Antejuramentum Antenati Antichresis Anique temps
 Antiqua statuta Antiqua custuma Apertum factum Apex juris
 Apostata capiendo Apostles Apparator Apparent heir Appari-
 tio Appeal Appel Appellate Appendant Apprentice Appre-
 prester Apprest Apprimes Apprise Approbate and reprobate
 Appropriation Approver Appurtenant Appurtenances Apud
 acta Aquage Arbitrament and award Arbitrium est judicium
 Archiepiscopus Argumentum ab auctoritate Arminger Arpen
 Array Arrestare Arriage and carriage Articled clerk Articulus
 Asaver Asceverer Ascient Asoyne Assart Assartum Assayer
 Asses Assets per discent Assignee Assignment of dower As-
 signment of errors Assis Assize Assize of mort d'ancestor As-
 sisors Assoil Assumpsit Assurance Assythment Astitution
 Atrium Attach Attachment Attainder Attaint Atteindre At-
 tentare Attentat Atteminare Attile Attingere Attincta At-
 tinctus Attorn Aubesoin Audernier Au plus Au quel Au
 tiel forme Aucun Aucunement Auditor Auditus Augmentation
 Aujourd'huy Aula regia Auter action pendant Autrefois acquit
 Avaler Avanture Aver-peny Averment Avers Avoucher
 Avowtry Avowson Avoyry Avulsion Award

B.

Bailee Bailiff Bailiwick Bailor Ban Barmote Barratry Barretry
 Barrister Base fee Base tenure Bastard-eigne Baston Battel
 Bedel Benefice Berg Bestes Bien Biennium Bilateral Bi-
 line Bilinguis Blodwite Boc-land Bois Bones gents Benefi-

cium clericale Bond tenants Bono et malo Bonus Booty Bord-
 dage Bordlands Borough-court Bote Bottomry Bracton
 Brehon Law Brugbote Brokerage Broker Burgage Burgbote
 Burgess Burking

C.

Cabal Cablish Caducary Cambist Campus Campi
 partitio Cancellaria Cancellarius Cancelli Canon Cantred
 Capax Cape magnum Capias ad respondendum Capias ad sa-
 tisfaciendum Capias ad audiendum iudicium Capias pro fine Ca-
 pita Capite Caption Car entant Carcare Carcata Carcer
 Carta Carte blanche Cartel ship Carvage Cassare Cassation
 Castigatory Casu proviso Casual ejector Casus fortuitus Casus
 major Casus omissus Causa causans Causa causata Causa mor-
 tis, adulterii, impotentiae Caveat emptor Cayagium Cecy Ceans
 Ceapgild Cel Cenegild Centena Churl Cepit et abduxit Cert
 money Certiorari Cessare Cessante causa, cessat effectus Ces-
 set executio Cesser Cessio bonorum Cestuy que trust Cestuy
 que use Cestuy que vie Cet Ceux Chacea Champarty Chan-
 cellor Chancery Chanter Chantry Charta communis Chatel
 Chaud-medley Cheque Cheser Chaye Cheaunce Chef Che-
 vage Chevisance Chiltern Hundreds Chiminage Chirchgemote
 Chirograph Chivalry Ci devant Ci bien Circuit court Clamare
 Clamor Clausum fregit Clearance Clergy Clericale privilegium
 Clerico admittendo Clericus Clerimonia Clerus Clough
 Cocket Codex Codicil Cognati Cognizance Cognizance of
 pleas Cognizor Cognizee Coif Collatio bonorum Collation to
 a benefice Colloquim Combe Combustio domorum Comity of
 nations Comitatus Commendatio commercium Commercia
 belli Commissary Commission of assize Commission of lunacy
 Commission of nisi prius Commission of rebellion Commititur
 Common appendant Common appurtenant Common because of
 vicinage Common sans nombre Common of estovers Common
 of piscary Common of turbary Common de Schack Common
 jury Common traverse Common vouchee Commonable Com-
 monality Commorant Communis Commune viculum Communia
 pasturæ Communio bonorum Commutation of tithes Comparere
 Compos mentis Computus Compound larceny Compurgatores

Concedere Concedo Concessio Concession Condere Condidit
 Conditio Condition precedent Conditional limitation Condonatio
 Conductio Confession and avoidance Confirmation Conformity
 Congeable Conjunctim Conjunctim et divisim Conquer
 Consanguineus Consanguineity Consensual Consent rule
 Consentire videtur qui tacet Consistory Consolidation rule
 Consortium Conspiracy Constat Constitutio Constructive Construe
 Consuetudo Conte Conter Contamus Contentious Contingency
 with a double aspect Contingent Continual claim Continuance
 Continuando Contra Contractus Contraplacitum Contrapositio
 Contrarotalator Conter Contribution Contributory Contumacy
 Conusant Conus Cognustre Conusor Conusee Convalescere
 Convenable Convenire Convenit Conventio Conversantes
 Conversion Convey Conveyance by record Coopertus Coparcenary
 Copia Copyhold Cornage Corodium Corona Coroner Corporal
 oath Corporation Corpus Corruptive Corruption of blood
 Corsepresent Corsned Corsinage Cota Cotarius Cotland
 Counterplea Counter-roll Countez Countor Countre County
 corporate Coupable Conrir Court of Augmentations Court of
 Wards and Liveries Court of the Lord High Steward Court of
 Criminal Appeal Courts of Bankruptcy Court for Divorce and
 Matrimonial Causes Court of Mars Lalsea Courts of Conscience
 or requests Court of Policies of Assurance Court of Common Pleas
 Court of Arches Court of Peculiars Court of Faculties Court of
 Delegates Courts of Admiralty Courts-martial Court of Session
 Court of Exchequer Court of claims Court of Appeals Court of
 Chancery or Equity Court of Record Court-land Court-rolls
 Coustum Coututlaugh Covenable Covenant Covert Cover-
 ture Covert baron Covin Crassus Crastino Craven Creditor's
 bill Crepusculum Cresser Cressant Cribler Crim.-Con.
 Criminal information Croft Gross-bill Gross examination Gross
 remainder Crossed cheque Grown Law Grown office Gui bono
 Gulpa Gum Cumulative Gura Gurate Gure of souls Guige
 Guria Guralitas Gurrere Cursitors Cursus Curtesy of England

Curtilage Curtis Custagium Custodia Custom of Merchants
 Customary estate Customary freehold Custos Custus Cy Cy-
 pies Cynebote Cyrographum.

D.

Damage-clere Damages Damnatus Damnum Danelage Dans
 Danein Data Dative Days in bank Days of grace De facto
 De futuro De gratia Dead freight Deafforest Dean and Chap-
 ter Dean of the Arches Debas Debent Debet Debentures
 Debita Debitum Debitor Debt of record Debt by specialty
 Debut Decha Decanus Decania Deceder Decedere Deced-
 ent Deceit Decenna Decem Decet Decima Declaration of
 intention Declaration of trust Declinatory plea Declination
 Decree Decretal order Dedi Dedication Dedicere Deditum
 Dedinuis Dedire Dedit Defalcatio Default Defeasance De-
 defectus Defendant Defendemus Defendendo Defensa Defensio
 Defensive allegation Defensor Definitive sentence Deforce De-
 forciant Degaster Degree of relationship Dehors Dei gratia
 Deins Delate Delegare Delegation Delictum Deliverance
 Delivery Demain Demandant Demens Dementia Demesne
 Demi-sangue Demise Demissio Demittere Demonstratio De-
 monstrative legacy Dempster Demur Demurrer Demy De-
 narius dei Denizen Deodand Deponent Deposition Deputy
 Deraign Derelict Dernier ressort Des Detainer Devise Dies
 Dies gratiæ Dilatory Disability Disbar Disclaimer Discon-
 tinuance Discovery Disentailing deed Disgavel Dishonor Dis-
 junction Disparagement Disturbance Diversity Divest Divorce
 Docket Doctors' commons Domicil Donor Dormant partner
 Double bond Dower Dowry Drawer Drawee Due-bill Duplici-
 ty.

E.

Easement Ecclesiastical ban Ejectment Eleemosynary Embezzle-
 ment Encroach Endorser Endowment Engross Enlarge En-
 roll Entail Entry Equitable Equity Error Escape Escheat
 Estate Eviction Ex legis Ex officio Ex tempore Exaction
 Exchange Exchequer Execute Execution Executor Execu-
 trix Exemplary Exemplification Exemplum Exonerate Ex-
 pire Extent Extortion Extra Extradition Extrinsic.

F.

Factor False pretence Falsify Fealty Fee simple Feign Feint
 Feudal Fiat Fides Fief Final Fine Finesse Finis Fixture
 Flotsam and-jetsam Forcible Foreclosure Forum Franchise
 Fraud Freight.

G.

Gage Gaol Garnishee Gavel Grange Grant Gratis Guar-
 antee Guardian.

H.

Habeas corpus Habit and repute Half-blood Heir Heir appar-
 ent Heir presumptive Heir by custom Heir general Heir special
 Heirloom Heritable and movable rights Heritable jurisdiction
 High treason Highway Homage Homestead Homicide Homo
 Honor Honorarium Honorary service Hors de temps Hue and
 cry Hundred Hustings.

I.

Idem Ignorare Illusary appointment Immemorial Immobilis
 Impanel Imparlance Imparsonce Impeachment of waste Imper-
 ium Impetere Implacitare Implied Importer Impositio
 Impossibilis Impound Imprimitur Imprimis Imprisonment
 Improbare Improbation Improper feud Impropriation Improve
 Impruiare Imputation of payments In alio loco In corpore In
 diem In dorso In extremis In facto In futuro In omnibus In
 perpetuum In principio In propria persona In toto In vita
 In action Inchoate Incipitus Incivile Inclosure Incorporalis
 Incorporeal Incrementum Incumbent Inde Indefeasible In-
 demnity Indenture Independent Indicavit Indicium Indicia
 Indictment Indorsement Inducement Induciæ Induction In-
 fans Infant Infantia Infeft Infeodare Infeodation Infirmative
 Information Infortunim Infra ætatem Ingenuus Ingressus In-
 herent Inheritable blood Inheritance Inhibition Initiate curtesy
 Initium Injunction Injuria Inlagare Inland bill of exchange.

Innocent Innovation Inns of Chancery Inns of Court Innuendo
 Inofficiosum Inquest Insinuatio Inspection Instance court
 Instar Instituta Institutes Institutio Institution Insula Insul-
 tus Insuper Insurance Integer Intendment of law Intentio
 Inter alia Intercommoning Inderdict Interesse Interest Inter-
 locutio Interlocutor Interlocutory Intern International law
 Interpleader Interpret Interrogatories Interruptio Intestate
 Intra Intromission Intrusion Invadiare Inveniendō Investiture
 Invito Ipse Irritancy Irritus Irrotulatio Irrotulamentum Is-
 sint Issuable Issue Ita Item Iter Itinera Itinerantes

J.

Ja Jacere Jacens Jactitation of marriage Jactura Jactus Jail
 Ject Jeo Jeofail Jetsom Joinder Joint action Joint bond
 Joint stock company Joint tenants Jointure Jour Journeys ac-
 counts Judex Judgment debt Judgment note Judgment paper
 Judgment record Judicature Acts Judicial admission Judicial
 sale Judicial separation Judicial writ Judicium Juramentum
 Jurare Jurat Jurata Jurator Juridicial Juris Jurisdictio Ju-
 ristic act Jury Jury process Jus Jusjurandum Justice Justic-
 es of assize Justices of the Bench Justices of the Forest Justices
 of the Peace Justiciar Justiciary Court Justicies Justifying bail
 Justitarius Juxta

K.

Keelage Keeper of the Forest Keeper of the Great Seal Kiddle
 Kin King's Bench King's Council King's silver King's counsel
 Knight-service Knight's fee Knights of the shire

L.

Label Lacerta Laches Lagan Lage Lageman Laicus Laity
 Landboc Landcheap Land-gable Langemanni Lapse Larceny
 Laron Last heir Latens Lathe Latitare Latitant Latro La-
 trocinium Lawful Lawless Court Lay corporation Lay impropr-
 iator Lay days Leading question Leal Lealte Lease and re-
 lease Leet Legacy Legal assets Legal estate Legal memory

Leges Legisperitus Legitum Lessor of the plaintiff Letter-mis-
 sive Letters of administration Letters of attorney Letters of mar-
 que and reprisal Letters patent Letters of credit Letters of ex-
 change Letters of request Letters testamentary Levitical degrees
 Levy Lex patriæ Lex scripta Libel Liber Liberare Liberate
 Libertas Liberty Licet Licere Licitum Lie in franchise Liege
 Lien Lieu-conus Lieu-tenant Life-estate Ligan Ligeance
 Ligius Lignum Limitation Limitations of actions Limitation of
 estates Limited company Linea Lineal warranty Liquere Li-
 quidated Liquidation Lis Litera Litigious right Litoral Li-
 very of seisin Livery in law Livre Local action Locare Loca-
 tio Locatio-conductio Location Locative calls Locator Locus
 Loco Loi Loial Loisable Loier Loquela Lord Lords spi-
 ritual Lords temporal Lords Justices Lucrative succession

M.

Magis Magistrate Magna Charta Maiden assizé Maiden rents
 Mayhem Mail Mainour Mainoverer Mainpernours Mainper-
 nable Mainprise Mainsworn Maintenance Maintenant Mais
 Maisne Major Malfeasance Malice Malicious prosecution Ma-
 lum Manbote Mandamus Mandant Mandare Mandatary
 Mandate Manerium Manifest Manor Manorial Court Manrent
 Manslaughter Manucapere Manucaptio Manus March March-
 ers Marcheta Mare Maritagium Market overt Marksman
 Marque and Reprisal Marriage articles Marriage brokage Mar-
 riage license Marriage settlement Marshalling of Assets Marshal-
 sea Martial law Masters in Chancery Materfamilias Matter in
 deed Matter of record Maunder Maximus Maxime Mayhem
 Mayor Medical jurisprudence Meremium Merger Mesaventu-
 re Mesne process Mesne processes Mesne profits Mesprison
 Messuage Mester Mestier Meta Metes and bound Metropol-
 itan Military Court Military feuds Military Military tenures
 Minimus Minime Minor Minus Misadventure Miscontinu-
 ance Misdemeanor Misfeasance Misjoinder Misnomer Mis-
 pleading Mixed action Molt Monition Moot Motion
 Morganatic Marriage Mors Mortgage Mortmain Mortuary
 Movable Multifarious Multiplicity of suits Multure Municipal
 corporation Municipal court Municipal law Murder Mutuum

N.

Naturalization Naulum Navigable Navigation Act Nee Nefas
 Negare Negatum Negative pregnant Negotiable Negotiate
 Nemo Nemy Nestre New assignment New trial Next friend
 Next of kin Nient Nihil Nisi Nocere Nocent Nocumentum
 Nolle Nolens volens Nolo contendere Nomen Nominal partner
 Nominatim Nomination Non Non est factum Nonability Non-
 age Nonclaim Nonfeasance Nonjoinder Nonjuror Nonsuit
 Nontenure Nonterm Nonuser Normal law Not guilty Not pos-
 sessed Not proven Note Notary Notice Nova Novation Nov-
 el Nudus Nuisance Nullus Nuncupative will Nuper Nuptiæ

O.

Ob Obit Obiter Oblata Oblations Obligation Obligor Ob-
 ligeè Obstupare Obventio Occupant Occupantio Occupavit
 Octave Office copy Officium Old Bailey Oleron Olograph
 Onerous Onomastic Open law Operarius Operatio Oportet
 Option Opus Orator Ordeal Order Ordinary Original Bill
 Original writ Original conveyance Original process Ostensible
 partner Outlaw Outstanding term Overt Owling Oxgate

P.

Pactum Panel Par Parage Paramount Paraphernalia Park
 Pars Part and pertinent Particular average Particular estate Par-
 tition Partnership Party-wall Party-jury Party-witness Patent
 Patron Patroon Pawn Payee Payment Peculiar Peer Penal
 Per capita Per diem Peremptory challenge Peremptory plea Per-
 fecting bail Perjury Permissive waste Pernancy Perpetuity Per-
 sonable Personal replevin Personal estate Personal Personal
 assets Personal property Personal action Personal representative
 Personality Peter's pence Petit Jury Petit Larceny Petition
 Petty average Petty sessions Piccage Pin-money Piperolls
 Piscary Pixing the coin Plaintiff Plaintiff Plea Pleader Pleading
 over Pledge Plenary Plenarty Plus Pocket sheriff Petitory
 suit Police Court Policy Poll Pollicitation Pontage Popular
 action Portgreve Positive law Possessory Possibility on a pos-
 sibility Possibility of reverter Post mortem Post-note Pound-

age Pound breach Power of appointment Power collateral Power coupled with an interest Power of attorney Prebendary Precedent Precept Premises Premium Prerogative Prescribe Present Presentation Presumption Presumptive heir Prima facie Primage Principle Private act Private corporation Private law Private nuisance Privilege Privileged communication Privileged debts Privy of estate Privy council Privy seal Privy verdict Pro bono publico Pro rata Pro tempore Probate Procedure Process Proclamation Proctor Procuration Prohibition Promissory note Promoters Proof Proponent Propositus Propound Prosecutor Protection Protest Protestation Prothonotary Prover Proviso Public act Public corporation Public law Public nuisance Publication Purchase Purgation Purlieu Pursue

Q.

Quod vide Quarantine Quash Quasi Queen's evidence Quid pro quo Quietus Quitclaim Quod vide Quorum

R.

Rack rent Reasonable part Reassurance Rebellion Rebutter Recaption Receipt Receiptor Receiver Recognition Recognizance Recognize Record Recoupment Recovery Rector Redemption Redisseisin Regular clergy Rejoinder Relator Release Reliction Rem Remainder Remitter Remoteness Render Renounce probate Rent service Rent charge Rent seek Repleader Replevin Replevisor Replication Requests Rescissory Rescript Residuary Resolutive Resolatory Respondent Respondentia Restitution Rests Resulting trust or use Retainer Retro Return days Reversion Review Revivor Rhodian law Right Riot Rite Roman law Rout Royal court Rule

S.

Sac Sacrilege Safeguard Safe pledge Salic law Salvage Sanctuary Sane Sart Scierter Scot Scroll Scutifer Sea letter Second deliverance Secondary Section Sedition Seignory in gross Seised Seisin in fact Seisin in law Seized Semper para-

tus Senate Sequestration Serjeanty Serve Service Servient
 tenement Sessions Set-off Settlement Several Severalty Sev-
 erance Shack Sheriff's Court Shelley's Case Shifting use Ship's-
 husband Shire-mote Shire-reeve Sign-manual Simony Simple
 Sine die Sine quo non Single Bill Single Bond Slander Soc-
 man Sold note Sole Solicitors Soul-scot Sovereign Speak-
 ing demurrer Special Agent Special Counts Special issue Spe-
 cial pleading Special property Special sessions Specialty Spe-
 cific Legacy Specific Performance Spiritual Courts Spiritualities
 Springing use Stable-stand Stallage Standing mute Stannary
 Courts Star Chamber State Courts State's evidence Stating
 part of a bill in equity Statute-merchant Statute-staple Statutory
 release Steelbow goods Stint Stipulation Stoppage in transitu
 Stowe Strict settlement Striking a jury Strip Subinfeudation
 Subletting Subornation Subpœna Subrogation Subsequent
 Substantive law Substituted service Subtraction Sufferance
 Suffragan Suggestion Suit Suitors's fund Summary Super
 Superior Superstitious uses Supplemental bill Suppletory oath
 Supreme Court of Judicature Surcharge Surety Surrebutter Sur-
 rejoinder Surrender in deed Surrender in law Surrender in co-
 py-holds Surrogate Sursum reddere Suspensive Swearing the
 peace Swein Sweinmote Synod Syngraph

T.

Tacking Tale Tanistry Temple Temporalities Tempus Ten-
 ant Tenant-right Tender Tenement Tenths Tenure Terce
 Term to attend the inheritance Terminus Territorial courts Tes-
 tate Testator Testatrix Theft-bote Timber Time immemorial
 Tipstaff Tithes Tithing Toll thorough Toll traverse Toll turn
 Tort-feasor Tortious conveyance Trespass Trial Trinity term
 Triplication Trithing Trover Trust-deed Trustee process Tur-
 bary

U.

Udal Ultra mare Ultra valorem Una voce Underlease Unila-
 teral United States Courts Unity of interest Unity of title Uni-
 ty of time Unity of possession Unlawful assembly Usage Usance
 Usury Utter

V.

Vacant Valuable consideration Valued policy Variance Vassal
 Verd Verdict Verification Vert Vested use Vested legacy
 Vested remainder Vesting order Via Vicar Vice Chancellor
 Vice versa Villanous judgment Violent presumption Violent pro-
 fits Virtute officii Vita Viva Viva voce Void Voidable Void
 for remoteness Voidance Voluntary Volunteer Vouch Vouchee
 Voucher Vox Dei

W.

Wage Wager of law Wager-policy Waif Wainable Wainage
 Waive Ward-holding Ward-mote Ward-wit Warden Wards
 and liveries Wardship Warrantice Warrant Warranty Warran-
 ty deed Warren Waste in the tenet Water ordeal Way-going
 crop Weir White rents Whole blood Wife's equity Withdraw-
 ing a juror Withdrawing a record Without day Without impeach-
 ment of waste Without recourse Witness Wolfshead Woodgeld
 Woodmote Woolsack Writ of inquiry Writer to the Signet.

Y.

Yard-land Year-books Yeoman Yeven York.

THE END.

PD 175.







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